AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
July 6, 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. **County Clerk's Office - Arturo Guajardo, Jr.:**

   A. AI-55255 Resolution in honor of District Clerk Laura Hinojosa

6. **Sheriff's Office:**

   A. AI-55269 Sheriff Dept.:
   1. Approval of authorization for the Hidalgo County Sheriff's Office to continue participation in the Texas 1033 Surplus Property Program.
   2. Authorization for County Judge, as authorized official, to sign the required documents.

   B. AI-55171 Sheriff's - Click It or Ticket Mobilization Grant (1284):
   Authorization for County Judge,as authorized official to sign grant agreement related to 2015 Memorial Day Click it or Ticket Incentive award which was accepted 10/13/15(AI#51631)

C. AI-55147 Sheriff's Office (1284):
Authorization and approval to de-obligate the amount of $3,000.00 in the OCDETF 2016 Account.

D. AI-55236 Discussion, consideration, and approval to appoint Ashley Taylor Dube as an intern under the Hidalgo County Sheriff's Office Law Enforcement Internship Program for the period of July 18, 2016 through September 09, 2016.

7. **Executive Office:**

A. AI-55253 OPSG-FY2015:
Discussion, consideration and action regarding Operation StoneGarden FY 2015

B. AI-55252 Discussion, consideration and action approving National Dislocated Worker Disaster Recovery Project Grant Work Site Agreement Extension for Pct. #1, 2 and 4.

C. AI-55141 Public Defense:
Requesting approval of payment of attorney vouchers (not submitted within 3 months of disposition as per Local Rules of Administration adopted under TLGC 74.093) from attorney Sidney R. Meadows in connection with legal representation of indigent defendants with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

	Invoice Date	**Disposition Date**	**Cause # / Court #**	**Amount**
1	5/17/16	2/23/16	CR-15-06593-A / CC #1	$ 400.00
2	5/16/16	3/11/16	CR-15-11082-E / CC #5	$ 735.00
3	5/16/16	6/03/15	CR-15-02358-F / CC #6	$ 497.50
4		8/10/15	CR-15-07227-G / CC #7	$ 300.00
5	5/17/16	4/23/15	CR-15-01484-H / CC #8	$ 200.00
6	5/16/16	1/20/16	CR-2690-15-A / 92nd DC	$1,105.00
			TOTAL	**$3,237.50**

D. AI-55277 Discussion, consideration and action to authorize Valde Guerra, Executive Officer to sign any and all documents associated with the Insurance Claim for the Weather Event of May 31, 2016

E. AI-55199 Approval to accept check from Magic Valley Electric Cooperative in the amount of $1,495.00 for reimbursement of amount paid to a claimant for property damages.

F. AI-55258 Approval to accept settlement check from ACCC General Agency, Inc. in the amount of $300.00 to settle auto accident claim with County vehicle. (Precinct 1)

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

A. AI-55218 Health & Human Services - CPS/Hazards (PHEP) (1293):
1. Requesting approval to accept the CPS/HAZARDS grant contract amendment #2016-001134-02. The purpose of the amendment is to amend certain contractual language as set forth in the contract and to add the FY 17 award of $574,166.00.
2. Requesting approval for County Judge to e-sign the CPS/HAZARDS grant contract amendment.
3. Requesting approval of the Certification of Revenue in the amount of $574,166.00.
4. Requesting approval of the budget appropriation in the amount of $574,166.00 from state funds and in the amount of $57,417.00 from local match.
5. Requesting approval of the following personnel action:

Action	Slot#	Dept./ Program	Position Title	Budgeted Salary	Proposed Budgeted Salary
Salary Adjustment / (Reduce)	0014	340-013	Assistant Public Health Preparedness Coordinator	$57,847.00	$46,138.00

6. Requesting approval of the salary schedule.

B. AI-55165 Requesting approval for County Judge to sign the Vendor Information Form from the Department of State Health Services. The purpose is to initiate Hidalgo County Health & Human Services Department's participation in the Texas Syndromic Surveillance system.

C. AI-55162 1. Requesting approval to submit to the Department of State Health Services the Prenatal Medical renewal grant application for FY 17. The award amount is $144,029.00 and the contract period will begin on 09/01/2016 and continue through 08/31/2017.
2. Requesting approval for County Judge to sign required documents.

D. AI-55159 1. Requesting approval to submit to the Department of State Health Services the Child Health renewal grant application for FY 17. The award amount is $30,535.00 and the contract period will begin on 09/01/2016 and continue through 08/31/2017.
2. Requesting approval for County Judge to sign required documents.

E. **Health Care Funding District:**

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

F. **Indigent Health Care Program:**

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

9. **Human Resources:**

A. AI-55266 Fire Marshal (1100):
1. Discussion, consideration, and approval to change a position title as follows, effective next full pay period.

Action	Slot#	Dept. / Program	Position Title	Proposed Position Title
Title Change	0002	300-001	Deputy Fire Marshal	Fire Investigator
Title Change	0004	300-001	Deputy Fire Marshal	Fire Investigator

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

B. AI-55216 Constable Pct. #2 (1100):
1. Requesting waiver of the Budget Amendment Policy – Personnel Related Amendments, effective next full pay period.
2. Approval to create one (1) regular full-time Chief Deputy Constable II Step I position, Slot no. 0016, budgeted salary $66,267.00, effective next full pay period.
3. Approval to waive posting, hiring and enrollment procedures and promote employee no. 21768 to the Chief Deputy Constable II Step I, slot no. 0016, as per the Constables' Grade and Step Pay Plan.
4. Approval to delete one (1) regular full –time Chief Deputy Constable I Step II position, slot no. 0002, budgeted salary $64,354.00, effective next full pay period.
5. Approval to revise the salary schedule in accordance with Commissioner's Court action.

C. AI-55205 Health Adm/Health Clinics (1100) / H.D. Adm/IMM Div Local (1293):
1. Discussion, consideration, and approval of the following position title changes, effective next full pay period:

Slot#	Dept/ Program	Current Position Title	Proposed Position Title
0035	340-001	Outreach Specialist I	Clerk II
0037	340-001	Outreach Specialist I	Clerk II
0038	340-001	Outreach Specialist I	Clerk II
0111	340-003	Registered Nurse II	TVFC Program Manager
G002	340-012	Texas Vaccines for Children Manager	TVFC Assistant Program Manager
G002	340-005		
A123	340-003		

2. Approval to revise salary schedule (s) in accordance with Commissioners Court action.

D. AI-55079 Planning Department (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, approval, and consideration of the following personnel actions, effective next full pay period:

Action	Slot#	Dept/ Program	Position Title	Actual/ Proposed Budgeted Salary
Delete	0006	210-001	Planning Inspector III	<$36,116.00>
Create	0025	210-001	Engineering Technician II	$36,116.00

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

E. AI-54726 Precinct 1- Road Maintenance (1200) / Administration (1200):
1. Discussion, consideration, and approval of the following position title changes, effective next full pay period:

Slot#	Dept/ Program	Position Title	Proposed Position Title
0005	121-004	Community Liaison I	Maintenance III
0124	121-005	Maintenance II	Crew Leader II
0146	121-005	Supervisor	Crew Leader II

2. Discussion, consideration and approval to change one (1) vacant, Clerk position, Slot# 0016, Dept/Program#121-004; from permanent regular part-time to permanent regular full-time work status, with a budgeted salary of $29,175.00.
3. Approval to revise the salary schedule(s) in accordance with Commissioners Court action.

10. **Emergency Management:**

A. AI-55209 1. Presentation, discussion, and necessary action to terminate the Order Continuing Local State of Disaster for the County of Hidalgo due to the torrential rain event of May 31, 2016, which caused severe damage to property.
2. Presentation, discussion and authorization for the County Judge to sign the required documentation.

11. **IT Department:**

A. AI-55127 CONSTABLE OFFICES
Authorization and approval to purchase new data cards with service through the County's membership/participation with CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:	Equipment Cost:
16	Data Cards	Office Use	4G Mobile Broadband Unlimited @ $37.99 each per month	$0

12. **Urban County:**

A. AI-55212 "Subject to Compliance with HB 1295, when and if Applicable." The Urban County Program on behalf of the City of Edcouch is requesting approval and award of best and final negotiated contract with LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services in the amount of $21,800.00 utilizing CDBG FY 28 (2015) Parks, Recreational Facilities Improvement funds.

B. AI-55119 Requesting approval of a budget and program amendment for the City of Weslaco FY's 25, 26 & 27 (2012, 2013 & 2014) work plans. The amendment will delete and decrease the Public Service (General) Library activities, increase the Water/Sewer Improvements activities and add a new scope of work: the replacement and installation of water lines and related street resurfacing improvements at several alleys and streets (Texas Blvd/Kansas Avenue, Kansas Avenue/Illinois Avenue, Iowa/Michigan Avenue, Iowa/Oregon Avenue).

13. **Planning Department:**

A. AI-55169 1. Preliminary Approval
a. Del Rey Estates Unit 1 Subdivision - Pct.4 (Kyndel W. Bennett) (Alamo Road & Canton Road)
b. McCain Subdivision - Pct.4 (Rogelio & Sheila McCain) (Cessna Avenue & Trenton Road)
c. Border Town No. 2 Subdivision – Pct. 4 (Border Town Dev.,LLC) (F.M. 2812 & Uresti Road)
d. Terry Palms No. 3 Subdivision – Pct. 4 (Swak Properties, LLC) (Terry Road & Ramseyer Road)
e. Anhelito Ranch Subdivision – Pct. 1 (Javier Martinez) (Mile 2½ East Road & Mile 3 North Road)
f. J & M No. 2 Subdivision – Pct. 4 (Sylvia E. Salazar, Maria San Juana Estevis, Ramiro & Marisela Lozano) (Raul Longoria & Alberta Road)

2. Final Approval
a. Conchas Subdivision – Pct. 3 (Maria Conchas) (Bentsen Palm Drive & Mile 3 North Road)
b. Ellis No. 6 Subdivision – Pct. 3 (Alfredo & Juan Rodriguez) (Mile 4 Road & Davis Lane)
c. Jecca Subdivision – Pct. 3 (Gorgonio Moreno) (Bentsen Palm Drive & Mile 3 North Road)
d. Pueblo De Palmas No. 18 Subdivision – Pct. 4 (J. Gary Frisby) (Cesar Chavez Road & Ramseyer Road)
e. RSBR FM 681 Subdivision – Pct. 3 (Sergio & Rosario Saenz) (Moorefield Road & Mile 9 North Road)

3. Final Approval with Financial Guarantee
a. L & D Rodriguez Subdivision – Pct. 1 (Lorenzo & Diana Rodriguez) (Mile 6 West Road & Mile 10 North Road)

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

A. AI-55274 1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of McAllen, concerning ROW Acquisition for the Pct 2 Yuma Avenue Road Improvement Project from Jackson Rd to McColl Rd.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding ROW Acquisitions for the Pct 2 Yuma Avenue Road Improvement Project from Jackson Road to McColl Rd.

B. AI-55226 Requesting approval for title reports, appraisals, surveys metes & bounds, and acquisition of land for Pct 2 Yuma Avenue Extension Road Project.

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

A. AI-55246 Acceptance of Quitclaim Deed from JP Morgan Chase Bank regarding the private street (Sunny Haven Street) reflected on the map of Sunny Haven Estates Subdivision, being a subdivision of Lot 17, Bentsen Groves, Addition "E" according to the map thereof recorded in Volume 23, page 55, Map Records, Hidalgo County, Texas

B. AI-55232 Appointment of Mr. Henry Rodriguez to the Hidalgo County Housing Authority Board

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

A. AI-55208 Recognition for Marty De La Rosa

17. **Budget & Management:**

A. AI-55225 Presentation on 2017 Budget Process Status Update

B. **Budget Appropriations:**

1. AI-55149 **A. Pct. 4 R & B (1200):**
1. Approval of certification of revenues, as certified by the County Auditor for the J-09 Drainage Project.
2. Approval of 2016 appropriation of funds.

B. Pct. 4 General Fund (1100):
1. Approval of certification of revenues, as certified by the County Auditor in relation to recycling revenues received from scrap metal.

2. Approval of 2016 appropriation of funds for various Pct 4 General Fund operating accounts.

2. AI-55210 Refunding Bonds, Series 2014B (1444):
Approval of 2016 appropriation of funds in the amount of $0.34 in relation to bond interest payment due.

C. **Interfund transfers:**

1. AI-55186 Various CO2015A - Pct 1 Projects (1347):
Approval of 2016 interfund transfer from TXDOT-Pct 1 M6W(US83-SH107) (1315) to various CO2015A-Pct 1 projects (1347) in the amount of $360,000.00.

D. AI-55148 Pct 2 CRC-San Juan (1100), Sheriff (1100):
1. Approval of the following corrections to position titles:

Dept.	Slot No.	Current Title	Proposed Title
122-018	0002	Outreach Work	Outreach Worker
122-018	0003	Outreach Work	Outreach Worker
280-001	0247	Quarter Master	Quartermaster

2. Approval to revise salary schedule as per commissioners' court action.

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 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).

18.

A. **Hidalgo County**

1. AI-55289 A. Requesting Exemption from Competitive Bidding Under the Texas Local Government Code 262-024 for professional services for Sign Language Interpreting (Courtroom and Non-Courtroom) (as needed basis) - RFQ No.: 2016-192-HGO;

   B. Presentation of responses received for the purpose of Commissioners' Court acceptance and approval;

   C. Three (3) quotes requested - received three (3) responses with one (1) response non-compliant;

B. **Pct. 1**

1. AI-55153 a. Acceptance and approval of a professional services agreement #C-16-165-07-06 with TEDSI Infrastructure Group, Inc. for [Job Specific] Projects: “Nittler Road Improvements (from FM493 to FM88)" and "Mile 9 Road Improvements (from Mile 1 East to Mile 3 East)" within Hidalgo County Precinct No. 1, subject to compliance with HB1295 [if and when applicable];

   b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $ 115,748.00) as submitted by project engineer, TEDSI Infrastructure Group, Inc.- Project:“Nittler Road Improvements from FM 493 to FM 88” within Hidalgo County Precinct No. 1, in connection to agreement # C-16-165-07-06.

   c. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $ 63,849.00) as submitted by project engineer, TEDSI Infrastructure Group, Inc. -Project:“Mile 9 Road Improvements from Mile 1 East to Mile 3 East” within Hidalgo County Precinct No. 1, in connection to agreement # C-16-165-07-06.

2. AI-55281 Pursuant Article 14 of Contract C-16-164-04-26 between HC [Pct. #1] and Aranda & Associates as project engineer, a request for approval to permit the subcontracting of SAMES, Engineering for the provision of sub-consulting service in connection to Work Authorizations 1 and 2 [to include any future WAs for the following projects; A) Mile 14.5 N. (Mile 6 West) and B) Mile 11 North from 1015 to Mile 1 West.

3. AI-55242 Acceptance and approval of the following Work Authorizations as submitted by Millennium Engineers Group, Inc. - Contract# C-15-319-09-15 for the provisions of "Construction Materials Engineering and Testing Services" for:

   A) Work Authorization No. 7 - Goolie Road (Minnesota Road to Mile 9)

project in the amount of $54,055.25 through assigned requisition# 301467

B) Work Authorization No. 8 - Mile 11 Road (FM 1015 to Mile 1 West) project in the amount of $46,076.75 through assigned requisition# 301497

C) Work Authorization No. 9 - Mile 14 1/2 Road (Mile 4W to Mile 6W) project in the amount of $46,076.75 through assigned requistion#301498.

4. AI-55239 Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor:

Vendor	Invoice No.	Amount	PO #
Airgas	9800276000	$53.18	723083

5. AI-55224 Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor:

Vendor	Invoice No.	Amount	PO Number
Ricoh	96849900	$343.93	736524
Ricoh	97010351	$173.25	736524
Ricoh	97010356	$264.30	736633

C. **Pct. 2**

1. AI-54979 Presentation of Bids received (as detailed in tabulation sheet contained herein) for the purpose of award to the responsible multiple vendors submitting the lowest and best bids (including meeting specifications and/or requirements) with approval of contract document for project titled: Hidalgo County Precinct No. 2-"Hauling Services for all Road Materials" through RFB No.: 2016-079-04-20-SGS as follow:
A. Southern Star Transport for - Cold Mix, Type D Hot Mix/Gravel and Hot Mix/Limestone;
B. Roy's Hauling for - Crushed Caliche

2. AI-55046 Approval to reject all bids received for AI-53868 and AI-53862 [CC of 04/05/16 w/NO ACTION taken on both items] for Hidalgo County Pct 2-Project #s 2016-056 "Purchase of One Used 2007 Asphalt Wheel Paver" and 2016-057 "Purchase of One used 2002 Rosco Maximizer" as RFB's 90 day period for holding bids for award has expired..

D. **Pct. 4**

1. AI-55207 A. Acceptance and approval of Supplemental Agreement No. 2 1 to "extend the term" of current Professional Engineering Services Agreement # C-13-178-08-20, in order to complete engineering services identified in Exhibit B (Services to be provided by the Engineer) and Exhibit C (Work Schedule) as submitted by L&G ENGINEERING for the purposes of "engineering services" for ongoing project: FM 2220 (Ware Road Project) within Hidalgo County Precinct No. 4, to expire August 18, 2018 (subject to compliance with HB1295 and/or HB23 when and if applicable).
B. Requesting approval of a "professional services agreement" #C-16-248-07-06 with Terracon Consultants, Inc. for the purposes of 'professional engineering services" for (job specific) project: "Mile 17 ½ (Paving & Drainage Improvements) within Hidalgo County Precinct No. 4 (subject to compliance with HB1295 and/or HB23 when and if applicable).

C. Requesting approval of Work Authorization No. 1 in the amount of ($ 13,760.00) from Terracon Consultants, Inc. for "professional engineering services" in connection to agreement# C-16-248-07-06 for (job specific) project: Mile 17 ½ (Paving & Drainage Improvements)within Hidalgo County Precinct No. 4.

D. Requesting approval of a "professional services agreement" #C-16-173-07-06 with Millennium Engineers Group, Inc. for the purposes of "Construction Material Testing / GEO Technical Services" for (job specific) project: "Alberta Drain" within Hidalgo County Precinct No. 4 (subject to compliance with HB1295 and/or HB23 when and if applicable).

E. Requesting approval of Work Authorization No. 1 in the amount of ($ 57,152.00) from Millennium Engineers Group, Inc. for "Construction Material Testing / GEO Technical Services" for (job specific) project: "Alberta Drain" within Hidalgo County Precinct No. 4.

E. **HIDTA**

1. AI-55122 A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(7)(A); items for which competition is precluded because of the existence of patents, copyrights, and covert processes;

B. Approval of a "Sole Source Declaration" for *"CALLYO 2009 CORP"* for the purchase of Callyo System and related services, software, virtual training, and accessories; including any present/future system upgrades and/or accessories to be used by HIDTA Task Force and other related Hidalgo County Law Enforcement Agencies (all funding sources) with said declaration to remain in effect while declaration is in place or until revoked

by HCCC;

C. Approval for HIDTA Task Force to purchase the "Callyo Silver Package" through assigned requisition #00300782 in the amount of $2,750.00 as reflected on Proposal #N46521.

F. **Sheriff's Office**

1. AI-55291 A. Approval to "rescind" (action CC on 05/17/16-Regular AI-54596) for approval of contract #C-16-106-05-17 with Galls, LLC for the purposes of: Bullet Proof Vests (Soft Body Armor) for Hidalgo County;

B. Acceptance and approval of "revised" agreement# C-16-106-07-06 with Galls, LLC for the purposes of: Bullet Proof Vests (Soft Body Armor) for Hidalgo County.

2. AI-55237 Requesting authority to purchase 50 Panasonic Toughbook 7 and 50 car adapters through our membership participation with Texas Department of Information contract DIR-TSO-2520 in the amount of $100,100.00 through requisition 300618 for the Sherrif's Office fleet.

G. **County Clerk**

1. AI-55139 Acceptance and award of proposal received from Caldwell Country-Caldwell, TX. an awarded vendor through Hidalgo County's participation/membership with TASB Buyboard- Contract #430-13 for the purchase of one (1) New Chevrolet Silverado 1500 (Crew-cab) for $30,633.00, to include but not limited to, Buy Board fees for Hidalgo County Clerks' office through project # 2016-172-SGS.

19. **Open Forum**

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. AI-55256 Pending/potential litigation related to Water Code, Health & Safety Code, Notice of Compliance Issues regarding County Wide Underground Storage Tanks

D. AI-55259 Pending/potential litigation - Edinburg Municipal Airport & City of Edinburg Property

E. AI-55272 CL-16-2214-B; Benjamin V. Morales v Antonio Hernandez and Hidalgo County Sheriff's Office

F. AI-55195 Claim of Anabel Martinez

G. AI-55197 Claim of Juliana Martinez

H. AI-55201 Claim of Martha A. Cantu

I. AI-55203 Claim of Omar Cantu

21. 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 (subject to compliance with HB1295)

22. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. AI-55257 Pending/potential litigation related to Water Code, Health & Safety Code, Notice of Compliance Issues regarding County Wide Underground Storage Tanks

D. AI-55260 Pending/potential litigation - Edinburg Municipal Airport & City of Edinburg Property

E. AI-55273 CL-16-2214-B; Benjamin V. Morales v Antonio Hernandez and Hidalgo County Sheriff's Office

F. AI-55196 Claim of Anabel Martinez

G. AI-55198 Claim of Juliana Martinez

H. AI-55202 Claim of Martha A. Cantu

I. AI-55204 Claim of Omar Cantu

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

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

25. **Adjourn**

AI-55255 County Clerk 5. A.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY CLERK

Information

CAPTION

Resolution in honor of District Clerk Laura Hinojosa

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2016 01:55 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Monica Badillo Started On: 06/30/2016 10:32 AM

Final Approval Date: 07/01/2016

RESOLUTION IN HONOR OF HIDALGO COUNTY DISTRICT CLERK LAURA HINOJOSA

WHEREAS, Hidalgo County District Clerk Laura Hinojosa was elected by her colleagues to serve as Secretary on the Executive Board for the County and District Clerk Association of Texas at its annual conference in June; and

WHEREAS, the statewide organization promotes professional standards, provides education regarding the statutory and constitutional duties of the offices of the County Clerk and the District Clerk, and participates in the legislative, judicial and executive processes of state government beneficial in the performance of the members' duties; and

WHEREAS, the Association is comprised of the County and District Clerks from all 254 counties in the State of Texas. There are currently 443 clerks that comprise the Association membership; and

WHEREAS, Ms. Hinojosa has served as Region VIII Director/Director-in-Charge, once during her freshman year in office and again in 2015-2016. She has also served as Legislative Committee Co-chair 2009-2010, and District Clerk Manual Committee Co-chair 2011-2012. She was the District Clerk of the Year Nominee in 2011 and is a member of the Texas Supreme Court's Judicial Committee on Information Technology, the Supreme Court's Texas Court Records Preservation Task Force, and most recently headed the annual State Conference host planning committee; and

WHEREAS, Ms. Hinojosa has served as the Hidalgo County District Clerk since 2007 and is now serving her third term in office. She has distinguished herself as a committed public servant dedicated to preserving and maintaining the judicial records of the County of Hidalgo and the State of Texas. As District Clerk, Ms. Hinojosa believes in progress through strong working relationships and collaboration.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby honors Hidalgo County District Clerk Laura Hinojosa for her distinguished public service and congratulates her on her election to the Executive Board of the County and District Clerk Association of Texas.

Dated this 6th day of July 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

AI-55269 Sheriff's Office 6. A.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Raul Cantu, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff Dept.:
1. Approval of authorization for the Hidalgo County Sheriff's Office to continue participation in the Texas 1033 Surplus Property Program.
2. Authorization for County Judge, as authorized official, to sign the required documents.

BACKGROUND

The program provides the opportunity to request the transfer of property from the Department of Defense (pursuant to 10 U.S.C., Subsection 2576a).

Update documents due to change in personnel.

Fiscal Impact

Attachments

1033 Participation

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/30/2016 04:41 PM
Budget & Management	Veronica Ortiz	06/30/2016 04:43 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 06/30/2016 04:24 PM

Final Approval Date: 07/01/2016

○New
◉Update

CLEAR FORM

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

This application must be updated and resubmitted within 30 days of any changes

○Federal ◉State ○Tribal Federal Agencies only: (Parent Affiliate i.e. DOJ):_____

2YTXXX DODAAC (Update Only): _____

AGENCY: Hidalgo County Sheriff's Office

PHYSICAL ADDRESS (No P.O. Box): 711 El Cibolo Road

CITY: Edinburg STATE: Texas ZIP: 78542

AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM
INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 281 PART-TIME: 0

SCREENER POC(s): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

*MAIN POC: Is the Primary POC for requests and property pickup

	NAME: LAST, FIRST	EMAIL	PHONE #
*SCREENER/MAIN POC	Captain Raul Cantu	raul.cantu@hidalgoso.org	956-383-8114
SCREENER/POC #2	Sergeant Steven Cortez	steven.cortez@hidalgoso.org	956-383-8114
SCREENER/POC #3	Senior Deputy Daniel Fuentes	daniel.fuentes@hidalgoso.org	956-383-8114
SCREENER/POC #4	n/a	n/a	n/a
WEAPON/POC	Senior Deputy Daniel Fuentes	daniel.fuentes@hidalgoso.org	956-383-8114
AIRCRAFT/POC	n/a	n/a	n/a
VEHICLE/POC	Senior Deputy Daniel Fuentes	daniel.fuentes@hidalgoso.org	956-383-8114

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate. (N/A for Federal Agencies)

By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL/: HEAD OF LOCAL AGENCY

J.E. "Eddie" Guerra — DATE: 6/29/2016

PRINTED NAME

SIGNATURE

STATE COORDINATOR/SPOC: (NOT REQUIRED FOR FEDERAL AGENCIES)

_____ DATE: _____

PRINTED NAME

SIGNATURE

LESO Team Lead Approval

AP Version: 1/28/16

STATE PLAN OF OPERATIONS

BETWEEN THE STATE OF

TEXAS

AND THE

Hidalgo County Sheriff's Office

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the (*LEA name*) Hidalgo County Sheriff's Offic, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of Texas has designated in writing with an effective date of August 26, 2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program are provided by the Texas Department of Public Safety.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Skylor Hearn

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752
EMAIL / Contact Phone Numbers: Texas1033Program@dps.texas.gov 512-424-7590
Fax Number: 512-424-7591
Hours of Operation: 7AM – 5PM

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (*LEA name*) Hidalgo County Sheriff's Office.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (*LEA name*) Hidalgo County Sheriff's Office understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

1) Manned Aircraft, fixed or rotary wing
2) Unmanned Aerial Vehicles
3) Wheeled Armored Vehicles
4) Wheeled Tactical Vehicles
5) Command and Control Vehicles
6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
7) Explosives and Pyrotechnics
8) Breaching apparatus

9) Riot Batons
10) Riot Helmets
11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;

2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);

3) The LEA's policies and protocols on deployment of this type of property;

4) Certifications on required training for use of this type of property; and

5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (*LEA name*) Hidalgo County Sheriff's Office must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.

2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.

4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

1) The LEA shall submit an updated Application Packet to the State Coordinator's office no later than December 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.

2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at location determined by the State Coordinator's office.

3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. The State shall:

1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.

2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.

3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.

4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).

5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.

6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.

7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end December 1 of each year.

B. The State shall:

1) Receive, validate, and reconcile incoming certified inventories from the LEAs.

2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique

items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.

3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

1) Complete the annual physical inventory as required.

2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.

3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.

a. The State requires each LEA to submit certified inventories for their Agency by December 1 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.

(1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.

(2) The LESO requires serial number photos for each small arm received through the LESO Program.

b. The LEAs failure to submit the certified annual inventory by December 1 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.

4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and

Manuals, and the DLA MOA signed by the State.

1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.

2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

1) Support the LESO PCR process by:

a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.

b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.

c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.

2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.

a. The internal PCR will include, at minimum:

(1) A review of each selected LEAs LESO Program files.

(2) A review of the signed State Plan of Operation (SPO).

(3) A review of the LEA application and screener's letter.

(4) A physical inventory of the LESO Program property at each selected LEA.

(5) A specific review of each selected LEAs files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as

required.

b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.

2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.

a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.

b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.

2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.

3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.

2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.

3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.

2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.

3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).

4) LESO Program files must be segregated from all other records.

5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.

2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.

3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:

    a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
    b. HMMWVs: one (1) vehicle for every three (3) officers;
    c. MRAPs: one (1) vehicle per LEA.

4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.

2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.

3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.

4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.

5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.

2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.

4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).

5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

   a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.

   b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.

2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.

3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.

4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.

5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).

6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

1) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the LEA. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the

dissolved or disbanded LEA then becomes responsibility of the State.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.

2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.

3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the LEA is considered acceptable. The U.S. Government and the Texas Department of Public Safety assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the U.S. Government and the Texas Department of Public Safety harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate

bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

J.E. "Eddie" Guerra, Sheriff
Type / Print Chief Law Enforcement Official Name

Chief Law Enforcement Official Signature — Date (MM/DD/YYYY) 06/30/2016

Ramon Garcia, County Judge
Type/Print Civilian Governing Body Authorized Official

CGB Authorized Official Signature — Date (MM/DD/YYYY)

Type / Print State Coordinator Name

State Coordinator Signature — Date (MM/DD/YYYY)

AI-55171 Sheriff's Office 6. B.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Raul Cantu, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's - Click It or Ticket Mobilization Grant (1284):
Authorization for County Judge,as authorized official to sign grant agreement related to 2015 Memorial Day Click it or Ticket Incentive award which was accepted 10/13/15(AI#51631)

BACKGROUND

No authorization to apply for grant was needed by Commissioners' Court, since was incentive award.

Grant ID: 2016-HidalgoCOSO-CIOT-00013
Grant Period: 10/01/15 to 09/30/16

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1284-421-00-280-081-6-XXX

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

CIOT Agreement

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/30/2016 02:10 PM
Budget & Management	Veronica Ortiz	06/30/2016 02:14 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 06/22/2016 02:31 PM

Final Approval Date: 07/01/2016

Texas Traffic Safety eGrants

Fiscal Year 2016

Organization Name: Hidalgo County Sheriff's Office

Legal Name: Hidalgo County Sheriff's Office

Payee Identification Number: 17460007176003

Project Title: FY 2016 Click It Or Ticket Mobilization (CIOT) Incentive Grant

ID: 2016-HidalgoCOSO-INC-CIOT-00013

Period: 10/01/2015 to 09/30/2016

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **Hidalgo County Sheriff's Office** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District.**

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2012.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number: **586EGF5205**
CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **103110834**
Project Title: **FY 2016 Click It Or Ticket Mobilization (CIOT) Incentive Grant**

This project is **Not Research and Development**
Grant Period: This Grant becomes effective on **10/01/2015** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2016** unless terminated or otherwise modified.
Total Awarded: **$3,000.00**
Amount Eligible for Reimbursement by the Department: **$3,000.00**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE	THE STATE OF TEXAS
Hidalgo County Sheriff's Office [Legal Name of Agency]	Executed for the Executive Director and Approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission
By: _____ [Authorized Signature]	By: _____ [District Engineer Texas Department of Transportation]
_____ [Name]	_____ [Name]
_____ [Title]	_____ [Title]
Date: _____	Date: _____
Under the authority of Ordinance or Resolution Number (for local government): (If Applicable)	By: _____ Director, Traffic OperationsDivision Texas Department of Transportation (Not required for local project grants under $100,000.00)
_____ [Resolution Number]	Date: _____

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 2 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by one of the following

cost principles, as appropriate, outlined in:

1. 2 CFR Part 220 (OMB Circular A-21), Cost Principles for Educational Institutions;
2. 2 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
3. 2 CFR Part 230 (OMB Circular A-122), Cost Principles for Nonprofit Organizations.

F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants*.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in *eGrants*. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through *eGrants*. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants*. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supercedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee 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 a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall fumish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's

procurement and property management standards and (2) the federal procurement and property management standards provided by:

A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or

B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through *eGrants.*

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of

this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

ARTICLE 24. DEBARMENT AND SUSPENSION

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within the three (3) year period preceding this agreement 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 federal, state, or local public 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;

3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.

B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.

D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement

or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://www.bpn.gov/ccr/default.aspx;

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $500,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or or via e-mail to SingleAudits@txdot.gov

C. If expenditures are less than $500,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or or via e-mail to SingleAudits@txdot.gov as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION
[This article applies only to non-profit entities]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend Department-approved grant management training.

D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.

G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.

H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.

I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage),

hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

M. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

N. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

O. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

P. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

Q. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Document any progress towards self-sufficiency
4. Account for any approved Program Income earned and expended
5. Identify exemplary performance or best practices

AI-55147 Sheriff's Office 6. C.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Raul Cantu, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office (1284):
Authorization and approval to de-obligate the amount of $3,000.00 in the OCDETF 2016 Account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1284-421-00-280-064-6-131

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

BUDGETARY IMPACT:

Funds are available as of 6/21/16.

Attachments

OT Deobligation

BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/20/2016 04:08 PM
Budget & Management	Veronica Ortiz	06/20/2016 04:23 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 06/20/2016 02:33 PM

Final Approval Date: 07/01/2016

Law Enforcement Sensitive

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Southwest Region

1000 Louisiana, Suite 2300
Houston, TX 77002

713-567-9000
Fax: 713-718-3307

Memorandum

June 2, 2016

To: Captain Norbert Leal
Hidalgo CSO
711 El Cibolo Road
Edinburg, TX 78539

From: Gerald Doyle
AUSA OCDETF Regional Director
Southwest Region

Re: Organized Crime Drug Enforcement Task Force (OCDETF) Overtime and Authorized Expense Program for Fiscal 2016

OCDETF Investigation #	DCN:	Sponsoring Federal Agency:
SW-TXS-1006	R328074	DEA

Hidalgo CSO

At this time the Coordination Group has agreed to de-obligate funding in the above captioned agreement in the amount of -$3,000.00. This de-obligation gives your agency a total amount funded of $12,000.00 for this fiscal year which ends September 30, 2016.

Funding History	Funding Date	Change	Total
Beginning Agreement Amount	10/01/2015	$ 15,000.00	$ 15,000.00
Funding Change	05/25/2016	-$ 3,000.00	$ 12,000.00

Please do not hesitate to contact Corbett Michael at 713-693-3313 if you have any questions. No further reimbursements will be authorized without a written request, and authorization from, the OCDETF Core City Coordinators. You should ensure that you do not exceed your allocation.

DATE: June 20, 2016

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

DEPARTMENT NAME: OCDETF Overtime

ACCOUNT NUMBER: 6-1284-421-00-280-064-6-131

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
6-1284-421-00-280-064-6-131	Overtime Pay	(3,000.00)
6-1284-331-12-280-064-6-000	OCDETF-Revenues	(3,000.00)

TOTAL APPROPRIATIONS **(3,000.00)**

REASON: **To deobligate $3,000.00 from overtime hours for officer assigned to OCDETF investigations. (Number SW-TXS-1006)**

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-55236 Sheriff's Office 6. D.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Discussion, consideration, and approval to appoint Ashley Taylor Dube as an intern under the Hidalgo County Sheriff's Office Law Enforcement Internship Program for the period of July 18, 2016 through September 09, 2016.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

internship program

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	06/30/2016 02:42 PM
Budget & Management	Veronica Ortiz	06/30/2016 03:49 PM
Glinda Pacheco	Glinda Pacheco	07/01/2016 10:13 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Emilia Uriegas Started On: 06/29/2016 11:51 AM

Final Approval Date: 07/01/2016

Hidalgo County Sheriff's Office Law Enforcement Internship Program

Purpose

The Hidalgo County Sheriff's Office (HCSO) Internship Program is a valuable learning experience for educators, college and/or university students and graduates seeking a career in Criminal Justice or other related fields. The program introduces Interns to various aspects of Law Enforcement which will enhance their understanding of the criminal justice system. The length of the Internship is determined by the Intern's educational institution curriculum or a predetermined time frame as agreed to by the HCSO. The HCSO's internships are a non paid position.

Eligibility

Applicants must meet the following criteria:

1. 18 years of age.
2. In good academic standing at the school they are attending (if applicable).
3. Legally authorized to work in the United States.
4. Must not have any convictions of a misdemeanor above a Class B, and/or a crime of moral, or a felony.
5. Subject to a criminal history check.
6. Memorandum of Understanding with the education institution must be on file with the Sheriff's Office (if applicable).

Guidelines and Restrictions

Interns will conform to the dress code of business casual wear and are not permitted to wear any type of clothing that could be construed as a law enforcement uniform. Interns shall be provided a copy of the Hidalgo County Personnel Policy Manual, must complete the pre-employment training and enrollment requirements prior to commencing, and will sign all relevant forms and acknowledgments as applicable, including but not limited to, personnel policy acknowledgement, harassment, nondiscrimination, and waiver of liability release form (as applicable).

The Intern must abide by all existing Federal, State, County, District laws, rules and/or regulations. The participating office/department will be responsible for

orienting students to the organization. Orientation should include, but is not limited to the following:

- A clear list of expectations, duties and goals;
- Section-specific policies and procedures;
- A list of the resources available to the Intern (i.e., a workstation that has been set up for the Intern, supplies and items needed by the Intern); and
- Any other relevant information for the Intern to be successful during the course of the Internship.

All Interns are considered at-will placements, and the placement can be terminated at any time at the discretion of the HCSO.

Upon completion of the Internship period, Interns are not automatically entitled to a paid position within the County, and/or the HCSO.

Standards of Conduct

All Interns must abide by the standards of conduct as outlined in the Hidalgo County Personnel Policy Manual and The HCSO (as applicable), and are responsible for complying with the required standards of conduct.

At a minimum, all Interns are required to conduct themselves in a professional manner at all times and to use discretion when dealing with sensitive matters and confidential information. Interns will conform to the dress code of business casual wear and are not permitted to wear any type of clothing that could be construed as a law enforcement uniform. Interns must maintain hygiene and grooming in a business-like manner that is appropriate to the section placement and which reflects positively on the HCSO.

If any policy or standard of conduct is violated by the Intern during the Internship period, the Intern will be terminated at the discretion of the HCSO.

Internship Assignment Duties and Responsibilities

Interns may be assigned to a structured schedule within various sections within the four major divisions of the HCSO, to include the following:

1. **Internal Affairs:** The Intern will experience the various aspects of the hiring process. Duties may include accompanying the background Investigator on home visits, reviewing and validating information given by applicants with respect to criminal charges, finances, references, employment, as well as any other information discovered during the background investigation.

2. **Academy Training Facility** and observe the different types of training law enforcement officers are required to attend.

3. **Communications:** The Intern may spend a day in the Sheriff's Office Communication Unit and experience first hand the responsibilities of a dispatcher. They will learn the 911 call taking process and review how each call is categorized according to its priority, and then disseminated to the responding deputies. The Intern may assist with the process involved obtaining vital information for reports such as runaways, and welfare concerns. They will also see how Hidalgo County is divided into sectors and evaluate the response time by deputies is handled.

4. **Patrol Deputy:** The Intern will accompany a Patrol Deputy during their tour of duty. The Intern will have a better understanding of patrol operations. He/She may experience an arrest or subdue resisting subjects while employing defensive tactic maneuvers. The Intern may be a part of a situation involving a pursuit involving speeds that are in excess of posted limits while exercising due care and caution. The Intern will be exposed to the paperwork involved with each contact made.

5. **Civil Process:** The Intern will see first hand how civil citations, subpoenas, and protective orders are assigned to civil deputies. The Intern will experience riding along with the deputy in his daily service of serving legal documents. They may assist a transport deputy in transporting inmates or patients to various destinations. They will gather files and receive identifiers to facilitate the transportation of a wanted subject from other counties or out of state.

6. **Investigations:** The Intern will sit through CID briefing in the morning and shadow the experiences of an Investigator. The Intern will begin with an **Intake Investigator** and experience the beginning process of arrest cases that were completed during the night. The Intern will experience the arraignment process and would assist the Intake Investigator in handling misdemeanor cases such as Harassment, Unauthorized Use of Motor Vehicle, and Assaults. Later, the Intern will learn the tasks of a **Juvenile Investigator**. The Intern will experience first hand the various cases involving youth offenders. When a

juvenile is apprehended for the first time after violating the law, the process is very different compared to an adult offender. The Intern will learn several aspects of the Juvenile Justice system ranging from processing of juveniles through the legal system to the acceptance into the Juvenile Detention Center.

7. The Intern will spend a day with a **Criminal Investigator** and experience the caseload assigned to each specialty Investigator on a daily basis. They may experience an interview with the complainant and the process necessary to pursue criminal charges. The Intern may also experience the interview or interrogation process, review cases, and prepare the presentation of facts for a detailed DA case for court. They will learn the process of safeguarding and submitting any property recovered.

8. **Crime Scene Specialist:** The Intern will spend time with a Crime Scene Specialist and experience first hand the recovery of DNA, how to process and secure evidence and how to submit evidence to the proper crime laboratory. They may also attend an autopsy that did not occur involving a criminal offense. They will experience the execution of a search warrant of a vehicle or residence. They will become familiarized with the Mobile Crime Scene Unit and learn the procedure utilized in handling, and processing weapons recovered at a crime scene. If court is in session, and a Crime Scene Specialist is testifying, the Intern may experience first hand court testimony. The Intern will tour the **Evidence/ Property Room** and learn the procedures involved in the safekeeping of evidence.

9. The Intern will spend a day at the **Detention Facility** and will experience first hand the responsibilities and demands of a Detention Officer. They will learn the fingerprinting and booking process. They will experience the methods used for classifying housing assignments and the required skills necessary for the monitoring of inmates. The Intern will observe the process utilized in order for an inmate to receive a meal, medical attention, or recreational time. They will also get a review of the responsibilities needed to safely transport inmates to the courtroom. They will experience first hand the responsibilities and demands of a Detention Officer. The Intern will spend a day at the Detention Facility in the courtroom setting as they experience the process of being arraigned.

10. **Intel:** The Research and Analysis Division is a civilian unit reporting to the Sheriff. This Unit is responsible for providing preliminary crime data, arrest data, calls for service data, to both the public and other divisions within the Sheriff's Office, conducting program evaluations, gathering statistics, and

conducting other operational support research projects including the mapping of crime statistics. The Intern may include case review for data extraction and logging a homicide study, data entry for a sex abuse study, weekly and monthly statistical reports, sorting, copying, and filing.

11. **Crime Prevention**: The Intern will work closely with Deputies in the Crime Prevention Unit. They may assist with design, creation, or updating content of pamphlets, power points or face book posts. The Intern may assist or interact in communication with stakeholders, or other agencies. The Intern may also support special projects like advancing neighborhood partnerships, or special events, presentations to schools, health fairs, or other crime prevention activities. The Intern will have the opportunity to partake directly in the community to identify issues that need to be addressed, obtain information regarding crime occurring in that area and increase the citizen's awareness through a continuous information program.

Evaluation / Summary Report

All Interns should be provided with ongoing feedback on how well they are meeting the goals and expectations of their Internship. At the conclusion of the internship, the intern will provide a written evaluation of the field experience emphasizing all aspects of the program, to include any recommendations.

If applicable, participating sections/divisions shall be responsible for abiding by any formal requirements that an educational institution may requires of a participating Intern.

It is our goal to enhance the Intern's understanding of the criminal justice system and every effort will be made to keep the Intern out of life threatening situations.

Hidalgo County Sheriff's Office Law Enforcement Internship Program

Applicant: _____

Eligibility criteria:

- — 18 years of age. DL#_____
- — In good academic standing at the school they are attending (if applicable).
- — Legally authorized to work in the United States.
- — Must not have any convictions of a misdemeanor above a Class B, and/or a crime of moral, or a felony.
- — Subject to a criminal history check.
- — Memorandum of Understanding with the education institution must be on file with the Sheriff's Office (if applicable).

Internship Program Participation Assignment:

- ☐ **Internal Affairs**
- ☐ **Academy Training Facility**
- ☐ **Communications**
- ☐ **Patrol**
- ☐ **Civil Process**
- ☐ **Investigations**
- ☐ **Crime Scene Specialist & Evidence/Property**
- ☐ **Detention Facility**
- ☐ **Intel. Research & Analysis**
- ☐ **Crime Prevention**

Internship Duration: _____

_____

Signature

Executive Office 7. A.

AI-55253

CC - REGULAR
Meeting Date: 07/06/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information
CAPTION
OPSG-FY2015:
Discussion, consideration and action regarding Operation StoneGarden FY 2015

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No Budgetary Impact at this time.

Attachments
No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2016 01:53 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Monica Badillo Started On: 06/30/2016 10:13 AM
Final Approval Date: 07/01/2016

Executive Office 7. B.

AI-55252

CC - REGULAR
Meeting Date: 07/06/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action approving National Dislocated Worker Disaster Recovery Project Grant Work Site Agreement Extension for Pct. #1, 2 and 4.

BACKGROUND

Fiscal Impact

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

Attachments

extension
pct 2
pct 1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2016 01:54 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Monica Badillo Started On: 06/30/2016 09:48 AM
Final Approval Date: 07/01/2016

HIDALGO COUNTY – NATIONAL DISLOCATED WORKER DISASTER RECOVERY PROJECT GRANT
WORKSITE AGREEMENT EXTENSION

The NDW grant providing your precinct temporary workers to perform disaster recovery work due to storm damage of June/Oct 2015 has been extended from June 30, 2016 to September 30, 2016. Any extensions will be based on your Precinct's demonstrated continuing need for these temporary workers. Your current Worksite Agreement ends on June 30, 2016. Your Worksite Agreements must be extended before June 30, 2016 in order for the temporary workers to continue working past June 30, 2016. No Worksite Agreement may be extended past September 30, 2016. In addition, PLEASE NOTE: due to grant close out procedures, payroll processing deadlines and the provision of employment transitioning services to the temporary workers by Workforce Solutions, the temporary workers' actual last day on-site will be September 23, 2016.

Please provide all information requested below and submit prior to June 29, 2016 to ensure your Worksite Agreement is extended prior to June 30, 2016. A Worksite Agreement with the extended date will be e-mailed to you for your administrative files.

Extension Date (Requested Worksite Agreement End Date)

Precinct Number: 4

To what date do you want the Worksite Agreement extended? Note: last day of on-site work must be 09-23-16.

September 23, 2016

Number Of Temporary Workers Needed

How many temporary workers do you currently have? 35

Of the current temporary workers that you have, will you need all of them through the end of the Worksite Agreement? Yes

General Recovery Work Project Plan

Please provide a general description of the locations where the remaining work will be performed. Identify the location, the type of work and the approximate period of time the temporary workers will spend at these locations.

These employees are continuing to clean out bar ditches and culvert pipes from the aforementioned storms. They are also assisting in the construction of new drainage projects that impacted the affected areas from the storms. Projects consist of laying drainage pipe from Alamo Road to Las Brisas, Drainage project named J-09, (Rio Grande Care Road) Alberta Drain (Alberta Road), Kenyon Road and Mile 17. They are also assisting on the reconstruction of roads FEMA approved for reconstruction. The time frame for each project can be considered long term projects and will need the assistance of these employees until the extension ends. However, if one project is completed, they will be reassigned to a project that needs more manpower in areas on the impacted sites from the aforementioned storms.

STATEMENT OF CONTINUING NEED AND ACKNOWLEDGEMENT OF RECOVERY WORK LOCATIONS

As referenced in the cover letter, the NDW grant is providing the temporary workers to perform recovery work related to the damages of the June/October 2015 storms. By submitting this extension for your Worksite Agreement the Precinct is aware that all remaining work to be performed, between July 1, 2016 and September 23, 2016 will be in locations affected/damaged by the June/October 2015 storms.

NAME OF PERSON COMPLETING WORKSITE AGREEMENT EXTENSION REQUEST:
Joe Ochoa

CONTACT INFORMATION (PHONE, E-MAIL ADDRESS):

(956) 383-3112
jose.ochoa@co.hidalgo.tx.us

HIDALGO COUNTY – NATIONAL DISLOCATED WORKER DISASTER RECOVERY PROJECT GRANT
WORKSITE AGREEMENT EXTENSION

The NDW grant providing your precinct temporary workers to perform disaster recovery work due to storm damage of June/Oct 2015 has been extended from June 30, 2016 to September 30, 2016. Any extensions will be based on your Precinct's demonstrated continuing need for these temporary workers. Your current Worksite Agreement ends on June 30, 2016. Your Worksite Agreements must be extended before June 30, 2016 in order for the temporary workers to continue working past June 30, 2016. No Worksite Agreement may be extended past September 30, 2016. In addition, **PLEASE NOTE:** due to grant close out procedures, payroll processing deadlines and the provision of employment transitioning services to the temporary workers by Workforce Solutions, the temporary workers' actual last day on-site will be September 23, 2016.

Please provide all information requested below and submit prior to June 29, 2016 to ensure your Worksite Agreement is extended prior to June 30, 2016. A Worksite Agreement with the extended date will be e-mailed to you for your administrative files.

Extension Date (Requested Worksite Agreement End Date)

Precinct Number: 2

To what date do you want the Worksite Agreement extended? Note: last day of on-site work must be 09-23-16. 9-23-2016

Number Of Temporary Workers Needed

How many temporary workers do you currently have? We currently have 8 workers, but need to replace 2 workers who ended employment. Total 10.

Of the current temporary workers that you have, will you need all of them through the end of the Worksite Agreement? Yes.

General Recovery Work Project Plan

Please provide a general description of the locations where the remaining work will be performed. Identify the location, the type of work and the approximate period of time the temporary workers will spend at these locations.

We will dispatch the temporary workers to work on drainage improvements throughout the affected areas within Precincts. Work includes creating and/or regrading bar-side ditches and installing and/or adjusting connecting culverts. Workers will also be installing and/or adjusting outfalls to improve drainage throughout affected areas.

STATEMENT OF CONTINUING NEED AND ACKNOWLEDGEMENT OF RECOVERY WORK LOCATIONS

As referenced in the cover letter, the NDW grant is providing the temporary workers to perform recovery work related to the damages of the June/October 2015 storms. By submitting this extension for your Worksite Agreement the Precinct is aware that all remaining work to be performed, between July 1, 2016 and September 23, 2016 will be in locations affected/damaged by the June/October 2015 storms.

NAME OF PERSON COMPLETING WORKSITE AGREEMENT EXTENSION REQUEST:

Armando Pompa
Director of Field Operations

CONTACT INFORMATION (PHONE, E-MAIL ADDRESS):

956-787-1891
Armando.pompa@co.hidalgo.tx.us

workforce SOLUTIONS
a TALENT for BUSINESS

HIDALGO COUNTY – NATIONAL DISLOCATED WORKER DISASTER RECOVERY PROJECT GRANT
WORKSITE AGREEMENT EXTENSION

The NDW grant providing your precinct temporary workers to perform disaster recovery work due to storm damage of June/Oct 2015 has been extended from June 30, 2016 to September 30, 2016. Any extensions will be based on your Precinct's demonstrated continuing need for these temporary workers. Your current Worksite Agreement ends on June 30, 2016. Your Worksite Agreements must be extended before June 30, 2016 in order for the temporary workers to continue working past June 30, 2016. No Worksite Agreement may be extended past September 30, 2016. In addition, **PLEASE NOTE:** due to grant close out procedures, payroll processing deadlines and the provision of employment transitioning services to the temporary workers by Workforce Solutions, the temporary workers' actual last day on-site will be September 23, 2016.

Please provide all information requested below and submit prior to June 29, 2016 to ensure your Worksite Agreement is extended prior to June 30, 2016. A Worksite Agreement with the extended date will be e-mailed to you for your administrative files.

Extension Date (Requested Worksite Agreement End Date)

Precinct Number: **1**

To what date do you want the Worksite Agreement extended? **September 23, 2016.**

Number Of Temporary Workers Needed

How many temporary workers do you currently have? **We currently have 17 Temporary workers and three vacancies (which temporary employees vacated due to gaining fulltime employment). We respectfully request that those three slots be filled. Additionally, if Temporary Employees with other Precincts (that will be dismissed) desire to continue working through the National Dislocated Worker Disaster Recovery Project, Precinct 1 would be willing to utilize some of those Temporary Employees.**

Of the current temporary workers that you have, will you need all of them through the end of the Worksite Agreement? **Yes**

General Recovery Work Project Plan

Please provide a general description of the locations where the remaining work will be performed. Identify the location, the type of work and the approximate period of time the temporary workers will spend at these locations.

The general description of the locations where the remaining work will be performed, but not limited to, are as follows:

Mile 1 ½ West between Mile 11 North and Mile 12 North
Nittler Road between FM 493 and FM 88
Jesus Flores Road
Englemen Road between Valdez anf FM 2812
Las Cumbres Road between FM 493 and Address 12880
Mile 20 North between FM 493 and Mile 7 West
Mile 9 North between 1 East and 2 East
Mile 8 North between 2 East and Address 1267
Mile 9 North between 2 East and 3 East
Mile 2 East between 4 North and Address 4252
Mile 2 ½ East between 3 North and 4 North
Mile 4 North between FM 491 and Pedro Martinez
Colonia Del Noreste
Goolie Road between 9 North and Minnesota
Mile 8 ½ North between Victoria and FM 493
Mile 4 West between 10 North and 15 North
Mile 12 North between FM 491 and mile 2 West
Milano Road between Business 83 and 6 ½ North
Mile 12 ½ North between FM 1015 and 2 West
Mile 13 ½ Olivares Acres Unit 1 & 2
Mile 13 ½ between 4 West and FM 88
Mile 10 North between FM 1015 and 4 West
Mile 11 North between Fm 1015 and 4 ½ West
Yvette Circle (RMR Subd)

The type of work to be done would vary from minor repair to a complete road reconstruction. The time spent at each work site is hard to predict at this time due to unforeseen weather conditions.

STATEMENT OF CONTINUING NEED AND ACKNOWLEDGEMENT OF RECOVERY WORK LOCATIONS

As referenced in the cover letter, the NDW grant is providing the temporary workers to perform recovery work related to the damages of the June/October 2015 storms. By submitting this extension for your Worksite Agreement the Precinct is aware that all remaining work to be performed, between July 1, 2016 and September 23, 2016 will be in locations affected/damaged by the June/October 2015 storms.

NAME OF PERSON COMPLETING WORKSITE AGREEMENT EXTENSION REQUEST:

Esteban Mata
Director of Management Support
Hidalgo County Precinct 1

CONTACT INFORMATION (PHONE, E-MAIL ADDRESS):

1902 Joe Stephens , Ste 101
Weslaco, Texas 78596

Office: (956) 968-8733
Email: esteban.mata@co.hidalgo.tx.us

Executive Office 7. C.

AI-55141

CC - REGULAR
Meeting Date: 07/06/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

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

	Invoice Date	**Disposition Date**	**Cause # / Court #**	**Amount**
1	5/17/16	2/23/16	CR-15-06593-A / CC #1	$ 400.00
2	5/16/16	3/11/16	CR-15-11082-E / CC #5	$ 735.00
3	5/16/16	6/03/15	CR-15-02358-F / CC #6	$ 497.50
4		8/10/15	CR-15-07227-G / CC #7	$ 300.00
5	5/17/16	4/23/15	CR-15-01484-H / CC #8	$ 200.00
6	5/16/16	1/20/16	CR-2690-15-A / 92nd DC	$1,105.00
			TOTAL	**$3,237.50**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-412-30-115-016-0-333
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funding available as of 6/30/2016.

Attachments

invoices

Form Review

Inbox Reviewed By Date

Budget & Management	Veronica Ortiz	06/17/2016 04:10 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Monica Badillo Started On: 06/17/2016 03:48 PM

Final Approval Date: 07/01/2016

CC #1

TREVINO

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 09/1/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)

JOSE TREVINO

PID		APPOINTMENT DATE	10/1/2015
DEGREE	MA	DISPOSITION DATE	2/23/2016
☐ CASE IS ON-GOING	☐ APPEAL	☐ DEATH PENALTY CASE	DEATH PENALTY RATE
COURT NUMBER	COUNTY COURT 1		
CASE NUMBER	CR-15-06593-A		

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEE			$0.00
TRIAL FEE	$375.00	$560.00	$935.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ 400.00 TOTAL ~~$935.00~~

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

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

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

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

FILED
2:37 O'CLOCK P M
MAY 20 2016
ARTURO GUAJARDO JR., COUNTY CLERK
COUNTY COURT AT LAW NO. 1 OF HIDALGO CO.
BY DEPUTY

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
10/1/2015	Appointed in open court.	1	
10/1/2015	Conference w/ client re: arrest, priors, contact info.		0.5
10/8/2015	Opened file.		0.25
10/8/2015	Draft, Proof and Modify Motion for Discovery Request		1
10/21/2015	Telephone call to Toni (Court) re: clients new court date.		0.25
10/8/2015	Telephone call to client re: new court date.		0.25
10/22/2015	Draft letter to client.		0.5
11/9/2015	Prepared for pretrial hearing.		0.25
11/9/2015	Court attendance.	0.75	
11/9/2015	Conference w/ ADA re: possible revocation on felony case.		0.25
11/9/2015	Conference w/ client re: possible revocation.		0.25
11/13/2015	Telephone call to Ben ADA re: revocation		0.25
	TOTAL HOURS	1.75	3.75

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	(956) 631-5476	13885800

MAILING ADDRESS

1601 DULCENEA STREET, EDINBURG, TEXAS 78539

SECTION F — CERTIFICATION

I, SIDNEY R. MEADOWS ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE-NOTED CASE(S).

Sidney R. Meadows
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 17th DAY OF May, 2016
PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS COUNTY AUDITOR'S FORM (REVISED 04/1/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PAGE 2

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

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

DEFENDANT NAME	CASE NUMBER
JOSE TREVINO	CR-15-06593-A

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
11/12/2015	Conference w/ ADA re: misd. Case effecting 5 yr. deferred case.		0.25
11/13/2015	Telephone call to ADA's office.		0.25
11/18/2015	Office conference w/ client & clients mother re: facts of case.		0.5
11/23/2015	Receipt & review police reports & Michael Morton docs.		0.5
11/23/2015	Telephone call from Court (JC) re: resetting case.		0.25
11/23/2015	Email to ADA's assistant requesting video.		0.25
1/4/2016	Telephone call to ADA's office re: michael morton docs.		0.25
1/4/2016	Conference w/ Legal Assistant re: no violation committed by client to		0.5
	effect his deferred adjudication case.		0.25
1/7/2016	Telephone call to ADA's office.	1	
1/21/2016	Court attendance re: status hearing, Judge ordered ankle braclet		0.25
1/21/2016	Conference w/ ADA.		0.25
1/21/2016	Conference w/ client re: ankle braclet & drug test		0.25
2/19/2016	Telephone call to ADA's office.	1	
2/23/2016	Court attendance re: status hearing.		0.25
2/23/2016	Conference w/ ADA.		0.25
2/23/2016	Conference with client		
2/23/2016	Plea - Dismissed		

SIDNEY R. MEADOWS
ATTORNEY-MEDIATOR
sidney@sidneymeadows.com

1601 DULCINEA STREET
EDINBURG, TEXAS 78539
PHONE: (956) 631-5476
FACSIMILE: (956) 618-5535

BOARD CERTIFIED
BY THE TEXAS BOARD OF
LEGAL SPECIALIZATION:
CIVIL TRIAL LAW

April 11, 2016

CC #5

Via First Class Mail:
Mr. David Cinder
Hidalgo County Indigent Defense
100 N. Closner, Annex 1
Edinburg, Texas 78539

RE: ***Cause No. CR-15-11082-E; State of Texas vs. Luis Carlos Leyva, In the County Court of Law No. 5 of Hidalgo County, Texas***

Dear Mr. Cinder:

Enclosed please find Mr. Meadows Attorney Fees Expense Claim Form, regarding the above referenced matter.

Our office would respectfully request that you please forward to the presiding Judge for approval of payment therein.

Should you have any questions or concerns please do not hesitate to contact our office.

Your kind courtesies and assistance in this matter are greatly appreciated.

Sincerely yours,

Arlene Rodriguez

Arlene Rodriguez
Legal Assistant for Sidney R. Meadows

/ar
encls/as stated

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 6-10-16 BY:

LEYVA (5)

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 09/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)

LUIS CARLOS LEYVA — I FILE

PID	1374091	APPOINTMENT DATE	12/21/2015
DEGREE	MA	DISPOSITION DATE	3/11/2016

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

COURT NUMBER: COUNTY COURT 5

CASE NUMBER: CR-15-11082-E

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$175.00	$560.00	$735.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

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

FEES SET BY COURT $ 735.00 AC — TOTAL $735.00

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

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

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
1/11/2016	Telephone to client re: facts of arrest & charges.		0.25
1/11/2016	online check re: status of case; case indicted.		0.25
1/11/2016	Receipt & review of Notice of Arraignment.		0.25
1/12/2016	Draft, Proof and Modify Waiver of Arraignment		0.75
1/12/2016	Telephone call to client to come in and sign waiver of arraignment		0.25
1/12/2016	Telephone call from clients mother re: case		0.25
1/12/2016	Draft, Proof and Modify Motion for Discovery Request		1
1/15/2016	Telephone call from client re: status of case.		0.25
1/19/2016	Office conference w/ client and clients mother re: waiver & case.		0.5
1/22/2016	Draft cover letter to court re: waiver.		0.25
1/25/2016	Online search re: new court date. Telephone call to client re: new date		0.25
1/26/2016	Receipt & review of Michael Morton Documents.		0.5
	TOTAL HOURS	0	4.75

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	(956) 631-5476	13885800

MAILING ADDRESS

1601 DULCENEA STREET, EDINBURG, TEXAS 78539

SECTION F — CERTIFICATION

I, SIDNEY R. MEADOWS ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 16 DAY OF MAY, 16

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

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

DEFENDANT NAME	CASE NUMBER
LUIS CARLOS LEYVA	CR-15-11082-E

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
1/27/2016	Telephone call to ADA's assistant re: flash drive. Prepared flash drive		0.25
2/17/2016	Reviewed file and notes; client not eligible for Pretrial Diversion.		0.25
2/17/2016	Telephone call to ADA's office re: recommendation.		0.25
2/19/2016	Telephone call to ADA's office re: recommendation.		0.25
3/3/2016	Court attendance re: Pretrial	1	
3/3/2016	Conference w/ ADA		0.5
3/3/2016	Several calls to client; clients mother; client no showed to court.		0.5
3/8/2016	Telephone call from client re: missing court date.		0.25
3/8/2016	Telephone call to Court re: NISI; as per Clerk there is no NISI issued.		0.25
3/8/2016	Telephone call to client re: NISI		0.25
3/10/2016	Court attendance re: Pretrial	0.75	
3/10/2016	Telephone call to client; clients mother; client no showed to court again		0.25
3/11/2016	Telephone call to client; no answer.		0.25
	TOTAL HOURS	1.75	3.25

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): IVAN LEE CANTU

PID		APPOINTMENT DATE	4/29/2015
DEGREE	MB	DISPOSITION DATE	6/3/2015

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

COURT NUMBER: COUNTY COURT 6

CASE NUMBER: CR-15-02358-F

FEE SCHEDULE

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

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

FEES SET BY COURT: $ ____ TOTAL: $300.00

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

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

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
6/3/2015	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case # ____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # ____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # ____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # ____	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	Please see the attached exhibit which reflects the time invested into the above-referenced matter.		
	TOTAL HOURS	0	0

RECEIVED
OFFICE OF EXECUTIVE DIRECTOR
ON: 6-10-15 BY: #

CC#6
Ivan Lee Cantu
$497.50
approved

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	(956)631-5476	13885800

MAILING ADDRESS: 1601 Dulcenea Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, SIDNEY R. MEADOWS ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

Sidney Meadows
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE _____ DAY OF _____, _____
PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

CANTU

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

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

(4)

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)

(4) IVAN LEE CANTU

PID		APPOINTMENT DATE	4/29/2015
DEGREE	MB	DISPOSITION DATE	6/3/2015

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

COURT NUMBER	COUNTY COURT 6
CASE NUMBER	CR-15-02358-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$200.00	$297.50	$497.50
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ 497.50 TOTAL $497.50

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

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

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

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

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
4/29/2015	Appointed Attorney in Open Court; attendance for arraignment.	1	
4/29/2015	Conference w/ client re: facts of arrest		0.5
4/29/2015	Opened File.		0.5
4/29/2015	Draft & revise Motion for Discovery under Michael Morton Act.		1
5/15/2015	Travel to Court to hand file Motion for Discovery and hand deliver		0.5
	copy to DA's office.		
5/21/2015	Telephone call from client re: status of case.		0.25
5/28/2015	Receipt and review of documents pertaining to Michael Morton Act.		0.5
5/29/2015	Telephone call to client re: police report.		0.25
6/3/2015	Conference w/ client; client's mother and ADA re: recommendations.		0.75
6/3/2015	Court attendance; Client accepted 6 months deferred adjudication.	1	
	TOTAL HOURS	2	4.25

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	(956) 631-5476	13885800

MAILING ADDRESS

1601 DULCENEA STREET, EDINBURG, TEXAS 78539

SECTION F CERTIFICATION

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

Sidney Maddox
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____
PRESIDING JUDGE (SIGNATURE)

THE 16 DAY OF MAY, 2016

_____
REVIEWED BY INDIGENT DEFENSE OFFICE

EXHIBIT

JOHNSON (6)

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): MICHELLE JOHNSON

PID	376785	APPOINTMENT DATE	6/2/2015
DEGREE	MB	DISPOSITION DATE	8/10/2015

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

COURT NUMBER	COUNTY COURT 7
CASE NUMBER	CR-15-07227-G

FEE SCHEDULE

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

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ _____ TOTAL $300.00

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

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

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

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
8/7/2015	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
		TOTAL	$300.00

COPY

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

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

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	(956) 631-5476	13885800

MAILING ADDRESS: 1601 DULCENEA STREET, EDINBURG, TEXAS 78539

SECTION F — CERTIFICATION

I, SIDNEY R. MEADOWS, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

Sidney R Meadows
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE _____ DAY OF _____, _____
PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

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

For faster processing, please return discrepancy notice along with corrected voucher.

MEMORANDUM

DATE: June 1, 2016

TO: Honorable Judge Omar Maldonado
County Court #8

FROM: Ray Eufracio, CPA,
Hidalgo County Auditor

REFERENCE: Notice of Discrepancy for Attorney Sidney Meadows
Cause# CR-15-01484-H

We reviewed the attached attorney voucher(s) but were not able to process payment due to the following:

On September 29, 2011, the Board of Judges approved the Hidalgo County Local Rules on Indigent Defense. Rule 8.01 (c-1) of the Local Rules stipulate that "no claim will be paid unless properly submitted within 3 months of disposition. The invoice attached was submitted to our office on May 25, 2016. The disposition date was 04/23/15.

Should you have any questions on this matter, please call Ms. Jessica Ortega, Accounts Payable Specialist I, at (956) 318-2511 ext. 4623, or Elizabeth Cano, Accounts Payable Supervisor, at ext. 4628.

ATTACHMENT

HIDALGO COUNTY DISTRICT JUDGES

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

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)

FELIPE DE JESUS OROZCO ARMENDARIZ

PID	839880	APPOINTMENT DATE	12/3/2014
DEGREE	MB	DISPOSITION DATE	4/23/2015
		DEATH PENALTY RATE	

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE

COURT NUMBER	COUNTY COURT 8
CASE NUMBER	CR-15-01484-H

FEE SCHEDULE

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

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ ____ TOTAL $200.00

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

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

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

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
4/23/2015	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case # ____	☐	
	OTHER MISDEMEANOR CASE Case # ____	☐	
	OTHER MISDEMEANOR CASE Case # ____	☐	
	OTHER MISDEMEANOR CASE Case # ____	☐	
		TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

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

RECEIVED COUNTY CLERK 2016 MAY 25 PM 12:12

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	(956) 631-5476	13885800

MAILING ADDRESS

1601 DULCENEA STREET, EDINBURG, TEXAS 78539

SECTION F — CERTIFICATION

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

Sidney Rhodes

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE May DAY OF 17th, 2016

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JOSE ABRAHAM NIAVES

PID	640978	APPOINTMENT DATE	6/11/2015
DEGREE	MB	DISPOSITION DATE	1/20/2016

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

COURT NUMBER: 92ND DISTRICT COURT

CASE NUMBER: CR-2690-15-A

FEE SCHEDULE

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

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

FEES SET BY COURT: $ TOTAL: $300.00

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

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

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
1/20/2016	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	Please see the attached exhibit.		
	TOTAL HOURS	0	0

92nd

RECEIVED
OFFICE OF EXECUTIVE DIRECTOR
ON 6-10-16 BY:

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	(956) 631-5476	13885800

MAILING ADDRESS: 1601 DULCENEA STREET, EDINBURG, TEXAS 78539

SECTION F — CERTIFICATION

I, SIDNEY R. MEADOWS ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

Sidney R. Meadows
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE _____ DAY OF _____, _____
PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

COPY

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JOSE ABRAHAM NIAVES

PID	640978	APPOINTMENT DATE	6/11/2015
DEGREE	MB	DISPOSITION DATE	1/20/2016

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

COURT NUMBER: 92ND DISTRICT COURT

CASE NUMBER: CR-2690-15-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$300.00	$805.00	$1,105.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ TOTAL: $1,105.00

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

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

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

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

MAY 16 2016

Hidalgo County Indigent Defense

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
6/11/2015	Receipt & review of Application for Appointment		0.25
6/11/2015	Opened file		0.25
6/11/2015	Draft request to Sheriff's office re: telephonic conference		0.5
6/12/2015	Telephone call to Sheriff's office re: charges & bond		0.25
6/12/2015	Telephone call from client re: arrest, priors, etc.		0.5
6/12/2015	Telephone call to client's family re: client's arrest & holds		0.25
7/13/2015	Telephone call from cCourt re: arraignment date		0.25
7/13/2015	Draft Motion for Discovery under Michael Morton Act		1
7/13/2015	Telephone call to client's sister re: client's court date		0.25
7/14/2015	Draft request to Sheriff's office re: telephonic conference		0.5
7/14/2015	Telephone call to ADA's office		0.25
7/14/2015	Telephone call from client re: court date		0.25
	TOTAL HOURS	0	4.5

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	(956) 631-5476	13885800

MAILING ADDRESS: 1601 DULCENEA STREET, EDINBURG, TEXAS 78539

SECTION F — CERTIFICATION

I, SIDNEY R. MEADOWS ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

Sidney Meadows
ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 16th DAY OF May, 2016

REVIEWED BY INDIGENT DEFENSE OFFICE

EXHIBIT

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

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

DEFENDANT NAME	CASE NUMBER
JOSE ABRAHAM NIAVES	CR-2690-15-A

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
7/16/2015	Court attendance re: arraignment	0.75	
7/16/2015	Conference with client re: indictment		0.25
7/16/2015	Conference with ADA re: charges		0.25
7/16/2015	Telephone call from client's girlfriend re: status of court hearing		0.25
7/16/2015	Telephone call from Orlando with the D.A.'s office re: moving up PT hearing date		0.5
7/17/2015	Telephone call from and to ADA's office		0.25
7/21/2015	Telephone call to ADA Andy re: recommendations		0.25
7/21/2015	Telephone call to DA's office re: documents pertaining to 39.14		0.25
7/21/2015	Receipt and review of email from DA's office re: Michael Morton documents		0.5
7/21/2015	Telephone call from DA's office re: dash cam available for pick up		0.25
7/21/2015	Services rendered to pick up flash drive from DA's office		0.25
7/21/2015	Review dash cam video from arrest		0.5
8/5/2015	Prepare for pretrial hearing		0.5
8/6/2015	Court attendance for Pretrial; client no showed because was being detained by	0.75	
	United States Marchal's Office		
8/6/2015	Conference with ADA re: status of case		0.25
8/6/2015	Online research re: client's federal charges		0.25
9/3/2015	Online research re: status of federal case		0.25
1/11/2016	Online research re: status of federal case; client sentenced to 24 months federal		0.25
1/11/2016	Telephone call to ADA Andy re: status of federal case and requested a bench		0.5
	warrant to have the state case disposed		
1/19/2016	Online research re: status of bench warrant		0.25
1/19/2016	Telephone call to Andy's receptionist re: bench warrant		0.25
1/19/2016	Telephone call from Court re: court date		0.25
1/19/2016	Telephone call to ADA re: recommendations		0.25
1/20/2016	Court attendance for Pretrial;	1.5	
1/20/2016	Conference with ADA re: recommendations		0.25
1/1/2016	Conference with client re: recommendations		0.25
	TOTAL HOURS	3	7

Executive Office 7. D.

AI-55277

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Roy Quintanilha, SAFETY DIVISION
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: SAFETY DIVISION

Information

CAPTION

Discussion, consideration and action to authorize Valde Guerra, Executive Officer to sign any and all documents associated with the Insurance Claim for the Weather Event of May 31, 2016

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No budgetary impact.

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/01/2016 09:31 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Monica Badillo Started On: 07/01/2016 09:16 AM
Final Approval Date: 07/01/2016

SWORN STATEMENT IN PROOF OF LOSS

$____5,000,000 p/o $10,000,000
AMOUNT OF COVERAGE AT TIME OF LOSS

11144083
POLICY NUMBERS

____12/31/2015_____
COVERAGE EFFECTIVE DATE

__5658281569US____
CLAIM NUMBER

___ 12/31/2016_____
COVERAGE EXPIRATION DATE

To Lexington Insurance Company
At time of loss, by above indicated policy of insurance, you insured the interest of Hidalgo County against loss by All Risks Unless Excluded to the property described according to the terms and conditions of said policy and all forms, endorsements, transfers and assignments attached thereto.

1. **Time and Origin:** A ___windstorm___ loss occurred about the hour of __o'clock __p__ m. on the __31st___ day of __May__, 2016. The cause and origin of the said loss were: windstorm
2. **Occupancy:** The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: __Various Locations _____
3. **Title and Interest:** At the time of the loss, the interest of your Insured in the property described therein was _____owner_____. No other person or persons had any interest therein or encumbrance thereon, except: _____None noted or disclosed_____
4. **Changes:** Since the said contract was issued, there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: _____None noted or disclosed_____
5. **Total Insurance:** The total amount of coverage upon the property described by this contract was, at the time of the loss, $_5,000,000 p/o $10,000,000__ as more particularly specified in the apportionment attached, besides which there was no policy or other contract of insurance, written or oral, valid or invalid.
6. **The Actual Cash Value** of said property at the time of the loss was . . . . . $ ____NA_____
7. **Advance Payment.** . . . . . $75,000 p/o $150,000

The said loss did not originate by any act, design or procurement on the part of the Insured, or this affiant; nothing has been done by or with the privity or consent of the Insured or this affiant, to violate the conditions of the contract, or render it void; no articles are mentioned herein or in annexed schedule but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said Company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above Company is not a waiver of any of its rights.

State of _____ _____

County of _____ Authorized Representative of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

A-PROOF OF LOSS

AI-55199 Executive Office 7. E.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept check from Magic Valley Electric Cooperative in the amount of $1,495.00 for reimbursement of amount paid to a claimant for property damages.

BACKGROUND

DOI: 01/19/16 Claimant: David Villanueva Precinct 4 Acct #: 6-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

Settlement check will be deposited at the Co. Treasurer's Office after CC approval.

Attachments

Magic Valley Electric Cooperative Reimbursement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/27/2016 11:32 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Aida Alvarez Started On: 06/27/2016 10:50 AM

Final Approval Date: 07/01/2016

agic Valley Electric Cooperative

P.O. BOX 267
MERCEDES, TEXAS 78570

PLEASE DETACH THIS VOUCHER BEFORE DEPOSITING CHECK

377278

VENDOR NO.	INVOICE NO.	INVOICE DATE	DESCRIPTION	NET AMOUNT
64973	011916	06-15-16	CLAIM # 16-01-19-1416	1495.00
		CHECK DATE 06-16-16	NET TOTAL	1495.00

Magic Valley
MVEC
Electric Cooperative
P.O. Box 267. Mercedes, Texas 78570

PLAINSCAPITAL BANK
100 W. CANO ST.
EDINBURG, TEXAS 78539

377278

DATE 06-16-16

PAY ******1495DOLLARS AND 00 CENTS $ ******1495.00

VOID AFTER 60 DAYS FROM DATE OF CHECK

** VOID AFTER SIXTY DAYS FROM DATE OF CHECK **

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

APPROVED

COUNTERSIGNED

⑈377278⑈ ⑆111322994⑆ ⑈060 085 7⑈

MATA'S Septic Tanks

sales
service
installations
soil evaluation
caliche
topsoil

Valley **WIDE** Service
OFFICE **682-7875**
CELL **778-7231**
CELL **522-5909**

Name: FIREMANS HALL OFFICE
Street:
City, State, Zip: EDINBURG
Permit No.:
Telephone: (956) 289-3873
Customer Order #:
Date: 8-01-16

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	RETURNED	PAID OUT	
		✓					

QTY.	DESCRIPTION	PRICE	AMOUNT	
1	Septic Tank REPLACEMENT		1495	CC XX
	Soil Evaluation			
	W/ CLEANING TANKS			
(1)	DAVID VILLANUEVA			
	4922 S. C. CHAVEZ			
	EDINBURG, TX. 78542			
	(956) 789-1050			
	ATTE: ERIC SANCHEZ			
	Labor Charge			

All Claims & Returned Goods Must Be Accompanied by This Bill

RECEIVED BY:

SALES TAX

TOTAL 1495 CC XX

GARZA PRINTING 956 928 1271

AI-55258 Executive Office 7. F.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from ACCC General Agency, Inc. in the amount of $300.00 to settle auto accident claim with County vehicle. (Precinct 1)

BACKGROUND

DOI: 06/01/16 Acct #: 6-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

GEN FUND-MISC REV-INSURANCE CLAIMS

Attachments

ACCC General Agency, Inc. Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2016 01:55 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Aida Alvarez Started On: 06/30/2016 11:03 AM

Final Approval Date: 07/01/2016

ACCC INSURANCE COMPANY, HOUSTON, TX 77060 / ACCC CLAIMS

406645

LAURO TORRES ADMIN ASST. IV
HIDALGO COUNTY EXECUTIVE OFFICE
9805 N 10TH STREET
MCALLEN, TX 78504

406645

ACCC GENERAL AGENCY, INC.
P.O. BOX 680247
HOUSTON, TEXAS 77268

AMEGY BANK, NA
23593 COMMERCE AVE
PORTER, TX 77365
35-1058-1131

Security features. Details on back.

DATE	AMOUNT
06/24/2016	****300.00

PAY TO THE ORDER OF: ***Three Hundred & No/100 Dollars

HIDALGO COUNTY CONSTABLE PCT 1PD LOSS 2006
EXPEDITION VIN#1FMPU15526LA67361
CLAIM T0951859-8, FULL/FINAL STLMT ANY/ALL
CLAIMS/LIENS

AUTHORIZED SIGNATURE

⑈00406645⑈ ⑆113110586⑆ 5555000776⑈

ACCC INSURANCE COMPANY, HOUSTON, TX 77060 / ACCC CLAIMS

406645
406645

Vendor: CLAIMS / Code: CLM

Invoice	Reference	Inv Date	Inv Amt	Amt Paid	Discount	Adj Amt	Net Amt
T0951859-8	EL444589	06/24/2016	300.00	300.00	0.00	0.00	300.00

(Acct: 20610-500) Check Date = 06/24/2016 Total = 300.00

54496W

ACCC INSURANCE COMPANY

SAN ANTONIO CLAIMS OFFICE
rgarza@acccins.com
PO BOX 680048
HOUSTON, TX 77268
Phone: (361) 533-0425

Claim #: T0951859-C1
Workfile ID: b45ec795

Estimate of Record

Written By: RUBEN GARZA, License Number: 1621, 6/16/2016 2:23:48 PM
Adjuster: GARZA - J S, RUBEN

Insured:	SANJUANITA REYES	Owner Policy #:	TXE6870581-3	Claim #:	T0951859-C1
Type of Loss:	Liability	Date of Loss:	06/01/2016 11:12 AM	Days to Repair:	1
Point of Impact:	06 Rear	Deductible:			

Owner (Claimant):
HIDALGO COUNTY
CONSTABLE PCT 1
1902 JOE STEPHENS RD STE. 303
WESLACO, TX 78596
(956) 968-8733 Business

Inspection Location:
HARGILL @ 5TH ST
HARGILL, TX
Other

Appraiser Information:
rgarza@acccins.com
(361) 533-0425

Repair Facility:
OWNERS CHOICE

VEHICLE

2006 FORD EXPEDITION 4X2 XLT 4D UTV 8-5.4L-FI WHITE

VIN:	1FMPU15526LA67361	Production Date:		Interior Color:	
License:	226793	Odometer:	119203	Exterior Color:	WHITE
State:	TX	Condition:	Good		

TRANSMISSION
Automatic Transmission
Overdrive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
DECOR
Dual Mirrors
Privacy Glass
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Rear Window Wiper
Dual Air Condition
RADIO
AM Radio
FM Radio
Stereo
CD Player
Cassette
Auxiliary Audio Connection
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
ROOF
Luggage/Roof Rack
SEATS
Cloth Seats
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
OTHER
Fog Lamps
TRUCK
Running Boards/Side Steps

Estimate of Record

2006 FORD EXPEDITION 4X2 XLT 4D UTV 8-5.4L-FI WHITE

Line		Oper	Description	Qty	Extended Price $	Labor	Paint
1	#		ALL SUPPLE REQUIRE PRIOR APPROVAL FROM ACCC APPRAISER	1			
2	#						
3	**REAR BUMPER**						
4	*	Subl	Bumper cover <APPEARANCE ALLOWANCE DUE TO UPD LT SIDE>	1	300.00 X		
5	#		TEXTURE,NO PAINTING REQUIRED TO LW SECT	1			
6	#		RECOND REPLACEMENT COST 400.00	1			
			SUBTOTALS		**300.00**	**0.0**	**0.0**

ESTIMATE TOTALS

Category	Basis	Rate	Cost $
Parts			0.00
Miscellaneous			300.00
Subtotal			300.00
Total Cost of Repairs			**300.00**
Total Adjustments			**0.00**
Net Cost of Repairs			**300.00**

THIS IS NOT AN ACCEPTANCE OF LIABILITY.APPAISER ESTABLISH REPAIR COST ONLY.PRESENT COPY OF APPRAISAL TO SHOP OF YOUR CHOICE BEFORE AUTHORIZED.FAILURE TO DO SO ADDITIONAL EXPENSE TO YOU.THIS ESTIMATE IS BASED ON VISUAL DAMAGE ONLY.ADDITIONAL PARTS OR LABOR MAY BE REQUIRED UPON TEAR DOWN.

PRESENT YOUR VEHICLE AND COPY OF APPRAISAL TO THE SHOP FOR REVIEW.ORDER PARTS AND SCHEDULE REPAIRS WHEN PARTS ARRIVE.DO NOT LEAVE VEH FOR REPAIRS.IF ADDITIONAL PARTS AND LABOR TIME IS NEEDED,SHOP MUST CALL APPRAISER FOR REINSPECTION.THE APPRAISER WILL WRITE A SUPPLEMENT AND SUBMIT TO ADJUSTER FOR REVIEW.OUR APPRAISAL IS WRITTEN TO COMPLY WITH MANUFACTURE STANDARDS AND I-CAR COMPETITIVE RATES.IF THE SHOP YOU CHOOSE HAVE HIGHER RATES OR FAIL TO CALL US FOR SUPPLEMENT APPROVAL,YOU WILL BE RESPONSIBLE FOR THE DIFFERENCE..

LOSS OF USE RENTAL ALLOWANCE IS BASED ON LABOR HOURS.IT IS YOUR RESPONSIBILTY TO SEE THAT SHOP COMPLETE REPAIRS ON TIME.

AI-55218

Health & Human Services Dept.
8. A.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services - CPS/Hazards (PHEP) (1293):
1. Requesting approval to accept the CPS/HAZARDS grant contract amendment #2016-001134-02. The purpose of the amendment is to amend certain contractual language as set forth in the contract and to add the FY 17 award of $574,166.00.
2. Requesting approval for County Judge to e-sign the CPS/HAZARDS grant contract amendment.
3. Requesting approval of the Certification of Revenue in the amount of $574,166.00.
4. Requesting approval of the budget appropriation in the amount of $574,166.00 from state funds and in the amount of $57,417.00 from local match.
5. Requesting approval of the following personnel action:

Action	Slot#	Dept./ Program	Position Title	Budgeted Salary	Proposed Budgeted Salary
Salary Adjustment / (Reduce)	0014	340-013	Assistant Public Health Preparedness Coordinator	$57,847.00	$46,138.00

6. Requesting approval of the salary schedule.

BACKGROUND

06/23/15 - AI-50082 - Acceptance of CPS/HAZARDS FY 16 grant contract.
04/05/16 - AI-53953 - Acceptance of CPS/HAZARDS FY 16 grant contract amendment.
03/22/16 - AI-53757 - Approval to submit renewal grant application for FY 17.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1293-441-00-340-013-6-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

Requires 10% match. Local matching funds in the amount of $57,417.00 have been reserved; Reference account #6-1100-491-01-000-293-7-891.

Attachments

FY 17 CPS Amendment

Budget Appropriation

Sal Proj

PAR FORM

COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/29/2016 09:31 AM
Human Resources	Diana Munoz	06/30/2016 10:10 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Mike Escaname Started On: 06/28/2016 04:14 PM

Final Approval Date: 07/01/2016

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-001134-02

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $1,148,332.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 07/01/2015 and ends on 06/30/2017. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: CPS/HAZARDS Public Health Emergency Preparedness (PHEP)

7. Statement of Work:

A. Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-12010402CONT15 and CDC-RFA-TP12-12010402CONT16) from the Centers for Disease Control and Prevention (CDC). CDC's five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness. Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

The Total amount of this Contract will not exceed $1,148,332.00

The total allocation amount for FY16 (07/01/2015 through 06/30/2016) is $574,166.00

The total allocation amount for FY17 (07/01/2016 through 06/30/2017) is $574,166.00

B. Identify the appropriate jurisdictional partners to address the emergency preparedness, response, and recovery needs of older adults regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet the needs of older adults.

C. Provide DSHS with situational awareness data generated through interoperable networks of electronic data systems,

D. Contractor shall address public health preparedness capabilities including, but not limited to the contractor's work plan, updated for each fiscal year, submitted to DSHS as provided for in Section 7. "Statement of Work" (O) of this contract.

1. Capability 1 – Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.
2. Capability 2 – Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.
3. Capability 3 – Emergency Operations Center Coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.
4. Capability 4 – Emergency Public Information and Warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.
5. Capability 5 – Fatality Management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.
6. Capability 6 – Information Sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to me met as the incident evolves.
8. Capability 8 – Medical Countermeasure Dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.
9. Capability 9 – Medical Materiel Management and Distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.
10. Capability 10 – Medical Surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.
11. Capability 11 – Non-Pharmaceutical Interventions are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.
12. Capability 12 – Public Health Laboratory Testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.
13. Capability 13 – Public Health Surveillance and Epidemiological Investigations is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.
14. Capability 14 – Responder Safety and Health describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.
15. Capability 15 – Volunteer Management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

E. Contractor will not exceed the total amount of this Contract without DSHS prior approval, which will be evidenced by the Parties executing a written amendment.

F. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

G. Contractor will comply with all applicable regulations, standards and guidelines in effect on the beginning date of the Term of this Contract.

H. The Parties have the authority under Texas Government Code Chapter 791 to enter into this Interlocal

Cooperation Contract.

I. Funds awarded for this Contract must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

J. The Contractor is required to provide matching funds, for each fiscal year of this Contract in the amount of at least ten-percent of the allocation amount for the applicable fiscal year (. Cash match is defined as an expenditure of cash by the contractor on allowable costs of this Contract that are borne by the contractor. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the contractor. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the contractor's (or subcontractor's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement Contracts);
5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);
6. Not be paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
8. Be adequately documented;
9. Must follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and must be supported by documentation reflecting the use of goods and/or services during the Contract term.

K. In the event of a public health emergency involving a portion of the state Contractor will mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements and not performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from DSHS.

L. Contractor will inform DSHS in writing if Contractor will not continue performance under this Contract within 30 days of receipt of an amended standard(s) or guideline(s). DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

M. Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

N. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the

remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

O. The Contractor will:

1. Submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor will provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance;

2. Submit Performance Measures to DSHS within an established timeframe designated by DSHS as required by the CDC.

3. Submit the Capabilities Planning Guide assessment that encompasses the contract term, due to DSHS within an established timeframe designated by DSHS;

4. Update the Texas Public Health Risk Assessment Tool that encompasses the contract term, within an established timeframe designated by DSHS;

5. Submit the Strategic Map that encompasses the contract term, due to DSHS within an established timeline designated by DSHS;

6. Continue to improve the SNS Program by focusing efforts on the recommendations provided by DSHS in the BP4-FY16 Operational Readiness Review (ORR) Tool and participate in a technical assistance meeting determined by DSHS;

7. Submit the Mitigation Plan due to DSHS within an established timeframe designated by DSHS;

8. Submit the Emergency Support Function 8 plans developed in accordance with the Texas Department of Emergency Management (TDEM) and DSHS Planning Standards within 30 days of request from DSHS.

9. Submit a current Multi-Year Training & Exercise Plan that covers FY16 through FY21 to DSHS by July 6, 2015, using the template provided by DSHS. Submit a current Multi-Year Training & Exercise Plan that covers FY17 through FY22 to DSHS by January 13, 2017, using the template provided by DSHS. In accordance with HSEEP guidelines, contractors must conduct or participate in a Multi-year Training and Exercise Workshop with all applicable agencies and submit an agenda and a participant roster as documentation of attendance.

10. For FY16 only, complete and submit the Operational Readiness Review (ORR) provided by DSHS to DSHS SNS SharePoint 20 business days prior to review;
a. Provide updated Point of Dispensing (POD) standards data for submission to DSHS SNS SharePoint by April 1, 2016;
b. Perform and submit metrics on three different SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvements sixty days after completion of the drill or by April 1, 2016 for FY16 and by April 1, 2017 for FY17 to the preparednessexercise.dshs.state.tx.us inbox. Acceptable drills include:
i. Staff Call Down;
ii. Facility Set-up;
iii. POD Activation;
iv. Dispensing Throughput; and

v. RealOpt usage;
c. For FY16 only, submit above items listed in Section O. 6. b. to the DSHS SNS SharePoint Site sixty (60) days after completion of the drill or by April 1, 2016, whichever is earliest.

11. Submit the Mid-Year Report due to DSHS within an established timeframe designated by DSHS.

12. Complete an End-Of-Year performance report in a format specified by DSHS no later than August 15, 2016 for FY16 (07/01/2015 – 06/30/2016); and, no later than August 15, 2017 for FY17 (07/01/2016 – 06/30/2017).

13. Conduct, or participate in, at least one Preparedness Exercise in accordance to the Contractor's exercise plan, and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting in accordance with the timeframes established in the DSHS Exercise Guidance. A joint after action report/improvement plan must be submitted within sixty (60) days of the exercise to DSHS. The After Action Report must also include a Corrective Action Plan and an Improvement Plan. Exercises may include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. If the exercise is conducted as an SNS exercise (testing capabilities 8 & 9), in order for an exercise to meet the requirements of the HAZARD contract, the exercise must also test at least two additional capabilities. All capabilities tested should have objectives, observations, analysis, corrective actions and improvement plans that are directly related to each capability. The AAR/IP will be submitted to the Preparedness Exercise inbox (preparednessexercise@dshs.state.tx.us).

14. Designate a member of the PHEP program to attend, in person, all four quarterly meetings, per fiscal year, of the contract term. If the designee is unable to attend any of the meetings in person, the Contractor must notify DSHS in writing as to the reason for non-compliance.

15. Complete all additional reporting requirements. Due dates will be listed in the most current DSHS reporting schedule, to be released within thirty (30) days of the contract start date.

16. Designate member of the PHEP program to attend, in person, two regional healthcare coalition meetings during the term of the contract from July 1, 2016 to June 30, 2017. Submit sign-in sheets from meetings as evidence of attendance.

17. If Contractor is legally prohibited from providing any report under this Contract, Contractor will immediately notify DSHS in writing.

18. Use the Texas Disaster Volunteer Registry (TDVR), which is Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool, if utilizing Medical Reserve Corps or other volunteer groups.

19. For each fiscal year during this Contract in which the Contractor uses volunteers as provided in the Subsection, the Contractor must either:
a. Contractor must request access to the TDVR from the State ESAR-VHP System Administrator; and enter all volunteer data into the system using the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or
b. Contractor must petition DSHS in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP compliant, web-based volunteer management system.
c. If petitioning DSHS to use a fully operational ESAR-VHP compliant, web-based volunteer management

system, then the substitute system must meet the following federal requirements but are not limited to:
1. Must offer Internet-based registration;
2. Volunteer information is collected and maintained in a manner consistent with all Federal, State and Local laws governing security and confidentiality;
3. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority
4. Must be able to verify the credentials of the 20 mandated professions;
5. Must be able to assign to one of four emergency credential levels;
6. Must be able to identify volunteers willing to participate in a federally coordinated emergency response;
7. Must be able to re-verify professional credentials every 6 months
8. Must have the ability to include the differing scope of work information for each of the 20 mandated professions;
9. Must be able to record All volunteer health professional affiliations; and
10. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE).
11. Additionally, the fully operational ESAR-VHP compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the health professionals entered into the system.

P. In the event of another local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to five percent of this Program Attachments funded by CDC for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

Q. For the purposes of this Contract, the Contractor may not use funds for research, clinical care, fund-raising activities or lobbying, construction or major renovations, for reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible.

R. Ensure Contractor and subrecipient costs associated with this Contract are allowable and that subcontractor expenditures are approved and in compliance.

S. Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under this Program Attachment with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the contractor's sub-state region, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

T. Contractor shall coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on the DSHS website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

PERFORMANCE MEASURES:

A. DSHS will monitor the Contractor's compliance with the requirements in Section 7 and this Contract and failure to meet these requirements may result in withholding a portion of the current PHEP base awards.

B. The initial reporting requirement schedule for the requirements are subject to change as DSHS and CDC may modify requirements and due dates. DSHS will send a requirements schedule within thirty (30) days of the contract start date.

BILLING INSTRUCTIONS:

Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor will submit the Financial Status Report (FSR-269A). Vouchers, supporting documentation and Financial Status Report should be mailed or emailed to the addresses below.

Claims Processing Unit, MC1940
Texas Department of State Health Services 1100 West 49th Street

PO Box 149347
Austin, TX 78714-9347

B-13: invoices@dshs.state.tx.us Php.vouchersupport@dshs.state.tx.us

Support Document: invoices@dshs.state.tx.us Php.vouchersupport@dshs.state.tx.us

B-13A: invoices@dshs.state.tx.us Php.vouchersupport@dshs.state.tx.us

FSR: invoices@dshs.state.tx.us Php.vouchersupport@dshs.state.tx.us FSRGrants@dshs.state.tx.us

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00043

RLHS GOLIVE HAZARDS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 06/30/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069, 93.069, 93.069

14. DUNS Number:

103110834

This section intentionally left blank.

16. Special Provisions

A. General Provisions, Compliance and Reporting Article II, Applicable Laws and Regulations Regarding Funding Sources, Section 2.06, is amended by deleting Section 2.06 in its entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm.

Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements § .14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

B. General Provisions, Article III. Services, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

C. General Provisions, Article V, Payment Method and Restrictions, Section 5.03, Final Billing Submission, is modified to add the following:

Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016 for costs incurred between the services dates of July 1, 2015 to June 30, 2016. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2017 for costs incurred between the services dates of July 1, 2016 to June 30, 2017.

D. General Provisions, Compliance and Reporting, Article II, Section 2.08(a) is modified by deleting it in its entirety and replacing it with the following language.
a. The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
b. Hold Harmless and Indemnification, Section 14.17;
c. Independent Contractor, Section 13.05 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
d. Insurance, Section 14.22;
e. Liability Coverage, Section 25.03;

f. Fidelity Bond, Section 25.02;
g. Historically Underutilized Businesses, Section 13.02 (Contractor, however, will comply with HUB requirements of other statutes and rules specifically applicable to that entity);
h. Debt to State and Corporate Status, Section 4.01;
I. Application of Payment Due, Section 4.02; and
j. Article XVI Claims against the Department (This Article is inapplicable to interagency contracts only).

E. General Provisions, Payment Methods and Restrictions, Article V, Section 5.01 is revised to include the following:

Contractor may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by DSHS. All advances must be expended by the end of the contract term. Advances not expended by the end of the contract term must be refunded to DSHS.

Contractors will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the contractor must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, DSHS will reduce the reimbursement request by one-third of the remaining balance of the advance.

F. General Provisions, Access and Inspection Article X, Section 10.01 is revised to include the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Contract, upon request by the DSHS Program staff.

G. General Provisions, General Terms Article XIV, Amendment Section 14.12, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Contract.

H. General Provisions, General Business Operations of Contractor, Article XIV, Section 14.20, Equipment, is revised to add the following:

Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 for FY16 and no later than June 30, 2017 for FY17, as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016 for FY16 and on or before June 30, 2017 for FY17. In addition, all equipment and supplies must be received no later than 45 calendar days following the end of the Contract term.

I. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.01.
Enterprise Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The Enterprise Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the Enterprise Agency has paid

funds to Grantee for unallowable or ineligible costs, the Enterprise Agency will notify Grantee in writing, and Grantee shall return the funds to the Enterprise Agency within thirty (30) calendar days of the date of this written notice. The Enterprise Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the Enterprise Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The Enterprise Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity Applicable Cost Principles Audit Requirements Administrative Requirements
State, Local and Tribal Governments
2 CFR, Part 225 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS Educational Institutions 2 CFR, Part 220
2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS
Non Profit Organizations 2 CFR, Part 230 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular. 48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS
A chart of applicable Federal awarding agency common rules is located through a web link on the Enterprise Agency website at http://www.dshs.state.tx.us/contracts/links.shtm.
OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

J. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.05:
If Grantee, within Grantee's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the Enterprise Agency website at http://www.dshs.state.tx.us/contracts/links.shtm. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

K. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.06
Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347
Health and Human Services Commission Office of Inspector General Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the Enterprise Agency should be addressed as follows:
COSContractAdministration@dshs.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-001134-02
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budget
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 78756-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Hidalgo County Program ID: CPS/HAZARDS

Contract Number: 2016-001134-02

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$801,024.00	$85,101.00	$0.00	$886,125.00
Fringe Benefits	$276,926.00	$29,421.00	$0.00	$306,347.00
Travel	$21,264.00	$0.00	$0.00	$21,264.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$2,975.00	$312.00	$0.00	$3,287.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$46,143.00	$0.00	$0.00	$46,143.00
Total Direct Costs	$1,148,332.00	$114,834.00	$0.00	$1,263,166.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$1,148,332.00	$114,834.00	$0.00	$1,263,166.00

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County

Contract Number: 2016-001134-02

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[X] Applicable [ ] Non- Applicable

Signature of Authorized Individual

Ramon Garcia

Date:

06/25/2015

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

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

Organization Name	Hidalgo County		
Address	1304 S 25th St	State	Texas
City	Edinburg	Zip Code (9 digit)	78539
Payee Name	Hidalgo County		
Address	Hidalgo County Treasurer 2810 S Business 281	State	TX
City	Edinburg	Zip Code (9 digit)	78539-6243
Vendor Identification No.	17460007176	MailCode	060
Payee DUNS No.	103110834		

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year?

[X] Yes [ ] No

2. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

[ ] Yes [X] No

3. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

[X] Yes [ ] No

4. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.
Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

Name	Ramon Garcia
Email	ramon.garcia@co.hidalgo.tx.us
Telephone	(956) 318-2600

FFATA Contact Person #2

Name	Ray Eufracio CPA
Email	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone	(956) 318-2511

☒ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature	Date
Ramon Garcia	06/25/2015

DATE: JULY 1, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-00-340-013-6-XXX CPS/HAZARDS (PHEP)

SUBJECT: Budget Amendments (Increases) 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 (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-00-340-013-6-113	CPS/HAZARDS - Reg F/T Employees	$ 439,193.00
Fringes		
6-1293-441-00-340-013-6-211	CPS/HAZARDS - Health Insurance	$ 61,021.00
6-1293-441-00-340-013-6-212	CPS/HAZARDS - Life Insurance	$ 364.00
6-1293-441-00-340-013-6-220	CPS/HAZARDS - FICA	$ 33,748.00
6-1293-441-00-340-013-6-230	CPS/HAZARDS - Retirement	$ 49,629.00
6-1293-441-00-340-013-6-250	CPS/HAZARDS - Unemployment	$ 4,412.00
6-1293-441-00-340-013-6-260	CPS/HAZARDS - Workmans Comp	$ 4,412.00
Travel		
6-1293-441-00-340-013-6-581	CPS/HAZARDS - Travel In-County	$ 1,080.00
6-1293-441-00-340-013-6-583	CPS/HAZARDS - Travel Out-of-County	$ 9,631.00
Supplies		
6-1293-441-00-340-013-6-610	CPS/HAZARDS - General Supplies	$ 1,249.00
Other		
6-1293-441-00-340-013-6-336	CPS/HAZARDS - Computer Services	$ 9,600.00
6-1293-441-00-340-013-6-412	CPS/HAZARDS - Cable / Satellite Television	$ 8,364.00
6-1293-441-00-340-013-6-430	CPS/HAZARDS - Repair & Maintenance Services	$ 1,056.00
6-1293-441-00-340-013-6-534	CPS/HAZARDS - Internet	$ 2,712.00
6-1293-441-00-340-013-6-584	CPS/HAZARDS - Registration	$ 1,500.00
6-1293-441-00-340-013-6-780	CPS/HAZARDS - Capital Leases	$ 3,612.00
	TOTAL APPROPRIATION	$ 631,583.00
6-1293-331-12-340-013-6-000	CPS/HAZARDS - Revenue	$ 574,166.00
6-1293-391-01-000-100-7-000	Transfer In - General Fund **(DO NOT POST)**	$ 57,417.00
6-1100-491-01-000-293-7-891	Transfers Out - Health Grants **(DO NOT POST)**	$ 57,417.00
	TOTAL APPROPRIATION	$ 631,583.00

REASON: To appropriate the CPS/HAZARDS (PHEP) FY 17 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S	DATE	ATTEST CO. CLERK

PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) FY 17
Grant Application
Salary Budget
07/01/2016 - 06/30/2017
For Budget Purposes Only

PHEP FY 1 $ 574,166.00

					Hourly Rate				2016	2017			Fringes					Insurance			
Slot #	Position Title	2016 Budgeted Salary	Actual Salary (PHEP Progam) (current)	PHEP Program Salary With 0% COLA	Hourly Rate (current)	Hourly Rate With 5%	# of Hours in 2016	# of Hours in 2017	Salary Amount from 07/01/16 - 12/31/16	Salary Amount from 01/01/17 - 06/30/17	Projected Salaries	Salary per month	FICA (7.65%	Retirement (11.25%)	Unemployment (.01%)	Workers Comp (.01%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0001	PUBLIC HEALTH PREP COORD	62,990.00	62,990.00	62,990.00	30.2837	30.2837	1,048	1,040	31,737.27	31,495.00	63,232.27	5,269.36	4,837.27	7,113.63	632.32	632.32	6,168.00	37.56	19,421.10	82,653.37
0005	PUBLIC HEALTH PLANNER	46,138.00	46,138.00	46,138.00	22.1817	22.1817	1,048	1,040	23,246.45	23,069.00	46,315.45	3,859.62	3,543.13	5,210.49	463.15	463.15	6,168.00	37.56	15,885.49	62,200.94
0007	LICENSED VOCATIONAL NURSE II	46,138.00	46,138.00	46,138.00	22.1817	22.1817	1,048	1,040	23,246.45	23,069.00	46,315.45	3,859.62	3,543.13	5,210.49	463.15	463.15	6,168.00	37.56	15,885.49	62,200.94
0008	LVN II	46,138.00	46,138.00	46,138.00	22.1817	22.1817	1,048	1,040	23,246.45	23,069.00	46,315.45	3,859.62	3,543.13	5,210.49	463.15	463.15	6,168.00	37.56	15,885.49	62,200.94
0011	HEALTH TECHNICIAN	32,346.00	32,346.00	32,346.00	15.5510	15.5510	1,048	1,040	16,297.41	16,173.00	32,470.41	2,705.87	2,483.99	3,652.92	324.70	324.70	6,168.00	37.56	12,991.88	45,462.28
0014	ASSISTANT PUBLIC HEALTH PREP. COORD.	46,138.00	46,138.00	46,138.00	22.1817	22.1817	1,048	1,040	23,246.45	23,069.00	46,315.45	3,859.62	3,543.13	5,210.49	463.15	463.15	6,168.00	37.56	15,885.49	62,200.94
0015	PUBLIC HEALTH SPECIALIST	36,453.00	36,453.00	36,453.00	17.5255	17.5255	1,048	1,040	18,366.70	18,226.50	36,593.20	3,049.43	2,799.38	4,116.74	365.93	365.93	6,168.00	37.56	13,853.54	50,446.74
0016	STRTGC NAT STCKPL COORD PLNNR	42,518.00	42,518.00	42,518.00	20.4413	20.4413	1,048	1,040	21,422.53	21,259.00	42,681.53	3,556.79	3,265.14	4,801.67	426.82	426.82	6,168.00	37.56	15,126.00	57,807.53
0019	PUBLIC HEALTH SPECIALIST	36,453.00	36,453.00	36,453.00	17.5255	17.5255	1,048	1,040	18,366.70	18,226.50	36,593.20	3,049.43	2,799.38	4,116.74	365.93	365.93	6,168.00	37.56	13,853.54	50,446.74
		395,312.00	**395,312.00**	**395,312.00**							**396,832.43**	**33,069.36**	**30,357.68**	**44,643.65**	**3,968.32**	**3,968.32**	**55,512.00**	**338.04**	**138,788.02**	**535,620.45**

1 This schedule was prepared when the grant application was submitted to DSHS on 03/29/16.

2 A 0% cost of living increase is budgeted from 01/01/17 to 06/30/2017.

3 2016 fringe benefit rates are used as this is the latest information available at this time. (As approved by CC on 12/21/2015.

4 Actual work hours in grant period used which total to 2,088 for FY 17.

5

6

CPS / HAZARDS FY 17 AWARD = $ 574,166.00

Available for Operating Costs = **38,545.55**

Prepared by Mike Escaname
HCHHSD
03/29/2016

Required Match for FY 16 = $57,417.00

LOCAL MA					Monthly Average					% of Contribution to PHEP	Projected Salaries	Salary per month	Fringes: FICA (7.65%	Fringes: Retirement (11.25%)	Fringes: Unemployment (.01%)	Fringes: Workers Comp (.01%)	Insurance: Health Ins.	Insurance: Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
	Chief Administrative Officer				9,579.50					7%	8,046.78	9,579.50	615.58	905.26	80.47	80.47	431.76	2.63	2,116.17	10,162.95
	Director of Operations				5,951.83					5%	3,571.10	5,951.83	273.19	401.75	35.71	35.71	308.40	1.88	1,056.64	4,627.74
	Epidemiologist				4,989.25					41%	24,547.11	4,989.25	1,877.85	2,761.55	245.47	245.47	2,528.88	15.40	7,674.63	32,221.74
	Public Health Technician				5,206.25					6%	3,748.50	5,206.25	286.76	421.71	37.49	37.49	370.08	2.25	1,155.77	4,904.27
	Budget Manager				5,622.67					4%	2,698.88	5,622.67	206.46	303.62	26.99	26.99	246.72	1.50	812.29	3,511.17
	Public Health Technician				3,543.17					4%	1,700.72	3,543.17	130.11	191.33	17.01	17.01	246.72	1.50	603.67	2,304.39
									TOTAL		**44,313.09**		**3,389.95**	**4,985.22**	**443.13**	**443.13**	**4,132.56**	**25.17**	**13,419.16**	**57,732.25**
									Grant Total		**441,145.52**								**152,207.18**	**593,352.70**

Prepared by Mike Escaname
HCHHSD
03/29/2016

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 29 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-013) DATE: 6/29/2016

CURRENT POSITION TITLE: Assistant Public Health Preparedness ~~Coorindator~~ Coordinator PR CURRENT SLOT# : 0014

REQUESTED POSITION TITLE: _____ NEW SLOT # _____

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Adjustment (Decrease) PR

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

POSITION SALARY REQUEST:

Salary Amount:	57,847.00	$ 46,138.00	$ (11,709.00)
	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 _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee 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 ☒
N/A ☐

FLSA:
Exempt ☑ PR
Non-Exempt ~~☒~~

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

Due to grant budget constraints, the salary on this vacant slot has been reduced to accommodate this position and its duties within the amount awarded by the Grantor Agency. This position is funded by the CPS/HAZARDS grant at 100%.

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)

Funding is from existing department grant's budget

This slot became vacant on 06/27/2016.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	06/29/2016 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	6/29/2016 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	7/1/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

June 30, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$574,166.00	Award No. 2016-001134-02 CPS/HAZARDS Public Health Emergency Preparedness (PHEP)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7-5-16
Date

HIDALGO COUNTY DISTRICT JUDGES

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

Minerva Diaz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Thursday, June 30, 2016 8:07 AM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - CPS/HAZARDS - $574,166.00

Minerva,

I'd appreciate if you can arrange for a Certification of Revenue in the amount of $574,166.00.

We will present to CC the contract amendment for the CPS/HAZARDS grant on 07/06/16.

Please reference AI-55218.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

AI-55218

Health & Human Services
Dept. 19. A.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services - CPS/Hazards (PHEP) (1293):
1. Requesting approval to accept the CPS/HAZARDS grant contract amendment #2016-001134-02. The purpose of the amendment is to amend certain contractual language as set forth in the contract and to add the FY 17 award of $574,166.00.
2. Requesting approval for County Judge to e-sign the CPS/HAZARDS grant contract amendment.
3. Requesting approval of the Certification of Revenue in the amount of $574,166.00.
4. Requesting approval of the budget appropriation in the amount of $574,166.00 from state funds and in the amount of $57,417.00 from local match.
5. Requesting approval of the following personnel action:

Action	Slot#	Dept./ Program	Position Title	Budgeted Salary	Proposed Budgeted Salary
Salary Adjustment / (Reduce)	00014	340-013	Assistant Public Health Preparedness Coordinator	$57,847.00	$46,138.00

6. Requesting approval of the salary schedule.

BACKGROUND

06/23/15 - AI-50082 - Acceptance of CPS/HAZARDS FY 16 grant contract.
04/05/16 - AI-53953 - Acceptance of CPS/HAZARDS FY 16 grant contract amendment.
03/22/16 - AI-53757 - Approval to submit renewal grant application for FY 17.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1293-441-00-340-013-6-XXX

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

BUDGETARY IMPACT:

Requires 10% match. Local matching funds in the amount of $57,417.00 have been reserved; Reference account #6-1100-491-01-000-293-7-891.

Attachments

FY 17 CPS Amendment

Budget Appropriation

Sal Proj

PAR FORM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/29/2016 09:31 AM
Human Resources	Diana Munoz	06/30/2016 10:10 AM
Final Approval		
Form Started By: Mike Escaname		Started On: 06/28/2016 04:14 PM

DATE: JULY 1, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-00-340-013-6-XXX CPS/HAZARDS (PHEP)

SUBJECT: Budget Amendments (Increases) 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 (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-00-340-013-6-113	CPS/HAZARDS - Reg F/T Employees	$ 439,193.00
Fringes		
6-1293-441-00-340-013-6-211	CPS/HAZARDS - Health Insurance	$ 61,021.00
6-1293-441-00-340-013-6-212	CPS/HAZARDS - Life Insurance	$ 364.00
6-1293-441-00-340-013-6-220	CPS/HAZARDS - FICA	$ 33,748.00
6-1293-441-00-340-013-6-230	CPS/HAZARDS - Retirement	$ 49,629.00
6-1293-441-00-340-013-6-250	CPS/HAZARDS - Unemployment	$ 4,412.00
6-1293-441-00-340-013-6-260	CPS/HAZARDS - Workmans Comp	$ 4,412.00
Travel		
6-1293-441-00-340-013-6-581	CPS/HAZARDS - Travel In-County	$ 1,080.00
6-1293-441-00-340-013-6-583	CPS/HAZARDS - Travel Out-of-County	$ 9,631.00
Supplies		
6-1293-441-00-340-013-6-610	CPS/HAZARDS - General Supplies	$ 1,249.00
Other		
6-1293-441-00-340-013-6-336	CPS/HAZARDS - Computer Services	$ 9,600.00
6-1293-441-00-340-013-6-412	CPS/HAZARDS - Cable / Satellite Television	$ 8,364.00
6-1293-441-00-340-013-6-430	CPS/HAZARDS - Repair & Maintenance Services	$ 1,056.00
6-1293-441-00-340-013-6-534	CPS/HAZARDS - Internet	$ 2,712.00
6-1293-441-00-340-013-6-584	CPS/HAZARDS - Registration	$ 1,500.00
6-1293-441-00-340-013-6-780	CPS/HAZARDS - Capital Leases	$ 3,612.00
	TOTAL APPROPRIATION	$ 631,583.00
6-1293-331-12-340-013-6-000	CPS/HAZARDS - Revenue	$ 574,166.00
6-1293-391-01-000-100-7-000	Transfer In - General Fund (DO NOT POST)	$ 57,417.00
6-1100-491-01-000-293-7-891	Transfers Out - Health Grants (DO NOT POST)	$ 57,417.00
	TOTAL APPROPRIATION	$ 631,583.00

REASON: To appropriate the CPS/HAZARDS (PHEP) FY 17 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) FY 17
Grant Application
Salary Budget
07/01/2016 - 06/30/2017
For Budget Purposes Only

PHEP FY $ 574,166.00

					Hourly Rate				2016	2017			Fringes				Insurance			
Slot #	Position Title	2016 Budgeted Salary	Actual Salary (PHEP Progam) (current)	PHEP Program Salary With 0% COLA	Hourly Rate (current)	Hourly Rate With 5%	# of Hours in 2016	# of Hours in 2017	Salary Amount from 07/01/16 - 12/31/16	Salary Amount from 01/01/17 - 06/30/17	Projected Salaries	Salary per month	FICA (7.65%	Retirement (11.25%)	Unemployment (.81%)	Workers Comp (.81%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0001	PUBLIC HEALTH PREP COORD	62,990.00	62,990.00	62,990.00	30.2837	30.2837	1,048	1,040	31,737.27	31,495.00	63,232.27	5,269.36	4,837.27	7,113.63	632.32	632.32	6,168.00	37.56	19,421.10	82,653.37
0005	PUBLIC HEALTH PLANNER	46,138.00	46,138.00	46,138.00	22.1817	22.1817	1,048	1,040	23,246.45	23,069.00	46,315.45	3,859.62	3,543.13	5,210.49	463.15	463.15	6,168.00	37.56	15,885.49	62,200.94
0007	LICENSED VOCATIONAL NURSE II	46,138.00	46,138.00	46,138.00	22.1817	22.1817	1,048	1,040	23,246.45	23,069.00	46,315.45	3,859.62	3,543.13	5,210.49	463.15	463.15	6,168.00	37.56	15,885.49	62,200.94
0008	LVN II	46,138.00	46,138.00	46,138.00	22.1817	22.1817	1,048	1,040	23,246.45	23,069.00	46,315.45	3,859.62	3,543.13	5,210.49	463.15	463.15	6,168.00	37.56	15,885.49	62,200.94
0011	HEALTH TECHNICIAN	32,346.00	32,346.00	32,346.00	15.5510	15.5510	1,048	1,040	16,297.41	16,173.00	32,470.41	2,705.87	2,483.99	3,652.92	324.70	324.70	6,168.00	37.56	12,991.88	45,462.28
0014	ASSISTANT PUBLIC HEALTH PREP. COORD.	46,138.00	46,138.00	46,138.00	22.1817	22.1817	1,048	1,040	23,246.45	23,069.00	46,315.45	3,859.62	3,543.13	5,210.49	463.15	463.15	6,168.00	37.56	15,885.49	62,200.94
0015	PUBLIC HEALTH SPECIALIST	36,453.00	36,453.00	36,453.00	17.5255	17.5255	1,048	1,040	18,366.70	18,226.50	36,593.20	3,049.43	2,799.38	4,116.74	365.93	365.93	6,168.00	37.56	13,853.54	50,446.74
0016	STRTGC NAT STCKPL COORD PLNNR	42,518.00	42,518.00	42,518.00	20.4413	20.4413	1,048	1,040	21,422.53	21,259.00	42,681.53	3,556.79	3,265.14	4,801.67	426.82	426.82	6,168.00	37.56	15,126.00	57,807.53
0019	PUBLIC HEALTH SPECIALIST	36,453.00	36,453.00	36,453.00	17.5255	17.5255	1,048	1,040	18,366.70	18,226.50	36,593.20	3,049.43	2,799.38	4,116.74	365.93	365.93	6,168.00	37.56	13,853.54	50,446.74
		395,312.00	395,312.00	395,312.00							396,832.43	33,069.36	30,357.68	44,643.65	3,968.32	3,968.32	55,512.00	338.04	138,788.02	535,620.45

1 This schedule was prepared when the grant application was submitted to DSHS on 03/29/16.

2 A 0% cost of living increase is budgeted from 01/01/17 to 06/30/2017.

3 2016 fringe benefit rates are used as this is the latest information available at this time. (As approved by CC on 12/21/2015.

4 Actual work hours in grant period used which total to 2,088 for FY 17.

5

6

CPS / HAZARDS FY 17 AWARD = $ 574,166.00

Available for Operating Costs = 38,545.55

Prepared by Mike Escaname
HCHHSD
03/29/2016

Required Match for FY 16 = $57,417.00

LOCAL MA					Monthly Average					% of Contribution to PHEP	Projected Salaries	Salary per month	Fringes				Insurance		Projected Fringes	Projected Total Salaries & Fringes
													FICA (7.65%	Retirement (11.25%)	Unemployment (.01%)	Workers Comp (.01%)	Health Ins.	Life Ins.		
	Chief Administrative Officer				9,579.50					7%	8,046.78	9,579.50	615.58	905.26	80.47	80.47	431.76	2.63	2,116.17	10,162.95
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									Grant Total		441,145.52								152,207.18	593,352.70

Prepared by Mike Escaname
HCHHSD
03/29/2016

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 29 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-013) DATE: 6/29/2016

CURRENT POSITION TITLE: **Assistant Public Health Preparedness Coorindator** CURRENT SLOT# : 0014

REQUESTED POSITION TITLE: _____ NEW SLOT # _____

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount:	57,847.00	$ 46,138.00	$ (11,709.00)
	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 _____

POSITION Type:

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

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

Due to grant budget constraints, the salary on this vacant slot has been reduced to accommodate this position and its duties within the amount awarded by the Grantor Agency. This position is funded by the CPS/HAZARDS grant at 100%.

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)

Funding is from existing department grant's budget

This slot became vacant on 06/27/2016.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	06/29/2016 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	6/29/2016 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-001134-02

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $1,148,332.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 07/01/2015 and ends on 06/30/2017. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: CPS/HAZARDS Public Health Emergency Preparedness (PHEP)

7. Statement of Work:

A. Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-12010402CONT15 and CDC-RFA-TP12-12010402CONT16) from the Centers for Disease Control and Prevention (CDC). CDC's five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness. Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

The Total amount of this Contract will not exceed $1,148,332.00

The total allocation amount for FY16 (07/01/2015 through 06/30/2016) is $574,166.00 [redacted]

The total allocation amount for FY17 (07/01/2016 through 06/30/2017) is $574,166.00

B. Identify the appropriate jurisdictional partners to address the emergency preparedness, response, and recovery needs of older adults regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet the needs of older adults.

C. Provide DSHS with situational awareness data generated through interoperable networks of electronic data systems,

D. Contractor shall address public health preparedness capabilities including, but not limited to the contractor's work plan, updated for each fiscal year, submitted to DSHS as provided for in Section 7. "Statement of Work" (O) of this contract.

1. Capability 1 – Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.
2. Capability 2 – Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.
3. Capability 3 – Emergency Operations Center Coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.
4. Capability 4 – Emergency Public Information and Warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.
5. Capability 5 – Fatality Management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.
6. Capability 6 – Information Sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to me met as the incident evolves.
8. Capability 8 – Medical Countermeasure Dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.
9. Capability 9 – Medical Materiel Management and Distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.
10. Capability 10 – Medical Surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.
11. Capability 11 – Non-Pharmaceutical Interventions are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.
12. Capability 12 – Public Health Laboratory Testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.
13. Capability 13 – Public Health Surveillance and Epidemiological Investigations is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.
14. Capability 14 – Responder Safety and Health describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.
15. Capability 15 – Volunteer Management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

E. Contractor will not exceed the total amount of this Contract without DSHS prior approval, which will be evidenced by the Parties executing a written amendment.

F. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

G. Contractor will comply with all applicable regulations, standards and guidelines in effect on the beginning date of the Term of this Contract.

H. The Parties have the authority under Texas Government Code Chapter 791 to enter into this Interlocal

Cooperation Contract.

I. Funds awarded for this Contract must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

J. The Contractor is required to provide matching funds, for each fiscal year of this Contract in the amount of at least ten-percent of the allocation amount for the applicable fiscal year (. Cash match is defined as an expenditure of cash by the contractor on allowable costs of this Contract that are borne by the contractor. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the contractor. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the contractor's (or subcontractor's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement Contracts);
5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);
6. Not be paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
8. Be adequately documented;
9. Must follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and must be supported by documentation reflecting the use of goods and/or services during the Contract term.

K. In the event of a public health emergency involving a portion of the state Contractor will mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements and not performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from DSHS.

L. Contractor will inform DSHS in writing if Contractor will not continue performance under this Contract within 30 days of receipt of an amended standard(s) or guideline(s). DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

M. Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

N. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the

remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

O. The Contractor will:

1. Submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor will provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance;

2. Submit Performance Measures to DSHS within an established timeframe designated by DSHS as required by the CDC.

3. Submit the Capabilities Planning Guide assessment that encompasses the contract term, due to DSHS within an established timeframe designated by DSHS;

4. Update the Texas Public Health Risk Assessment Tool that encompasses the contract term, within an established timeframe designated by DSHS;

5. Submit the Strategic Map that encompasses the contract term, due to DSHS within an established timeline designated by DSHS;

6. Continue to improve the SNS Program by focusing efforts on the recommendations provided by DSHS in the BP4-FY16 Operational Readiness Review (ORR) Tool and participate in a technical assistance meeting determined by DSHS;

7. Submit the Mitigation Plan due to DSHS within an established timeframe designated by DSHS;

8. Submit the Emergency Support Function 8 plans developed in accordance with the Texas Department of Emergency Management (TDEM) and DSHS Planning Standards within 30 days of request from DSHS.

9. Submit a current Multi-Year Training & Exercise Plan that covers FY16 through FY21 to DSHS by July 6, 2015, using the template provided by DSHS. Submit a current Multi-Year Training & Exercise Plan that covers FY17 through FY22 to DSHS by January 13, 2017, using the template provided by DSHS. In accordance with HSEEP guidelines, contractors must conduct or participate in a Multi-year Training and Exercise Workshop with all applicable agencies and submit an agenda and a participant roster as documentation of attendance.

10. For FY16 only, complete and submit the Operational Readiness Review (ORR) provided by DSHS to DSHS SNS SharePoint 20 business days prior to review;
a. Provide updated Point of Dispensing (POD) standards data for submission to DSHS SNS SharePoint by April 1, 2016;
b. Perform and submit metrics on three different SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvements sixty days after completion of the drill or by April 1, 2016 for FY16 and by April 1, 2017 for FY17 to the preparednessexercise.dshs.state.tx.us inbox. Acceptable drills include:
i. Staff Call Down;
ii. Facility Set-up;
iii. POD Activation;
iv. Dispensing Throughput; and

v. RealOpt usage;
c. For FY16 only, submit above items listed in Section O. 6. b. to the DSHS SNS SharePoint Site sixty (60) days after completion of the drill or by April 1, 2016, whichever is earliest.

11. Submit the Mid-Year Report due to DSHS within an established timeframe designated by DSHS.

12. Complete an End-Of-Year performance report in a format specified by DSHS no later than August 15, 2016 for FY16 (07/01/2015 – 06/30/2016); and, no later than August 15, 2017 for FY17 (07/01/2016 – 06/30/2017).

13. Conduct, or participate in, at least one Preparedness Exercise in accordance to the Contractor's exercise plan, and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting in accordance with the timeframes established in the DSHS Exercise Guidance. A joint after action report/improvement plan must be submitted within sixty (60) days of the exercise to DSHS. The After Action Report must also include a Corrective Action Plan and an Improvement Plan. Exercises may include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. If the exercise is conducted as an SNS exercise (testing capabilities 8 & 9), in order for an exercise to meet the requirements of the HAZARD contract, the exercise must also test at least two additional capabilities. All capabilities tested should have objectives, observations, analysis, corrective actions and improvement plans that are directly related to each capability. The AAR/IP will be submitted to the Preparedness Exercise inbox (preparednessexercise@dshs.state.tx.us).

14. Designate a member of the PHEP program to attend, in person, all four quarterly meetings, per fiscal year, of the contract term. If the designee is unable to attend any of the meetings in person, the Contractor must notify DSHS in writing as to the reason for non-compliance.

15. Complete all additional reporting requirements. Due dates will be listed in the most current DSHS reporting schedule, to be released within thirty (30) days of the contract start date.

16. Designate member of the PHEP program to attend, in person, two regional healthcare coalition meetings during the term of the contract from July 1, 2016 to June 30, 2017. Submit sign-in sheets from meetings as evidence of attendance.

17. If Contractor is legally prohibited from providing any report under this Contract, Contractor will immediately notify DSHS in writing.

18. Use the Texas Disaster Volunteer Registry (TDVR), which is Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool, if utilizing Medical Reserve Corps or other volunteer groups.

19. For each fiscal year during this Contract in which the Contractor uses volunteers as provided in the Subsection, the Contractor must either:
a. Contractor must request access to the TDVR from the State ESAR-VHP System Administrator; and enter all volunteer data into the system using the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or
b. Contractor must petition DSHS in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP compliant, web-based volunteer management system.
c. If petitioning DSHS to use a fully operational ESAR-VHP compliant, web-based volunteer management

system, then the substitute system must meet the following federal requirements but are not limited to:
1. Must offer Internet-based registration;
2. Volunteer information is collected and maintained in a manner consistent with all Federal, State and Local laws governing security and confidentiality;
3. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority
4. Must be able to verify the credentials of the 20 mandated professions;
5. Must be able to assign to one of four emergency credential levels;
6. Must be able to identify volunteers willing to participate in a federally coordinated emergency response;
7. Must be able to re-verify professional credentials every 6 months
8. Must have the ability to include the differing scope of work information for each of the 20 mandated professions;
9. Must be able to record All volunteer health professional affiliations; and
10. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE).
11. Additionally, the fully operational ESAR-VHP compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the health professionals entered into the system.

P. In the event of another local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to five percent of this Program Attachments funded by CDC for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

Q. For the purposes of this Contract, the Contractor may not use funds for research, clinical care, fund-raising activities or lobbying, construction or major renovations, for reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible.

R. Ensure Contractor and subrecipient costs associated with this Contract are allowable and that subcontractor expenditures are approved and in compliance.

S. Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under this Program Attachment with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the contractor's sub-state region, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

T. Contractor shall coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on the DSHS website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

PERFORMANCE MEASURES:

A. DSHS will monitor the Contractor's compliance with the requirements in Section 7 and this Contract and failure to meet these requirements may result in withholding a portion of the current PHEP base awards.

B. The initial reporting requirement schedule for the requirements are subject to change as DSHS and CDC may modify requirements and due dates. DSHS will send a requirements schedule within thirty (30) days of the contract start date.

BILLING INSTRUCTIONS:

Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor will submit the Financial Status Report (FSR-269A). Vouchers, supporting documentation and Financial Status Report should be mailed or emailed to the addresses below.

Claims Processing Unit, MC1940
Texas Department of State Health Services 1100 West 49th Street

PO Box 149347
Austin, TX 78714-9347

B-13: invoices@dshs.state.tx.us Php.vouchersupport@dshs.state.tx.us

Support Document: invoices@dshs.state.tx.us Php.vouchersupport@dshs.state.tx.us

B-13A: invoices@dshs.state.tx.us Php.vouchersupport@dshs.state.tx.us

FSR: invoices@dshs.state.tx.us Php.vouchersupport@dshs.state.tx.us FSRGrants@dshs.state.tx.us

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00043

RLHS GOLIVE HAZARDS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 06/30/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069, 93.069, 93.069

14. DUNS Number:

103110834

This section intentionally left blank.

16. Special Provisions

A. General Provisions, Compliance and Reporting Article II, Applicable Laws and Regulations Regarding Funding Sources, Section 2.06, is amended by deleting Section 2.06 in its entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm.

Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements § .14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

B. General Provisions, Article III. Services, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

C. General Provisions, Article V, Payment Method and Restrictions, Section 5.03, Final Billing Submission, is modified to add the following:

Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016 for costs incurred between the services dates of July 1, 2015 to June 30, 2016. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2017 for costs incurred between the services dates of July 1, 2016 to June 30, 2017.

D. General Provisions, Compliance and Reporting, Article II, Section 2.08(a) is modified by deleting it in its entirety and replacing it with the following language.
a. The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
b. Hold Harmless and Indemnification, Section 14.17;
c. Independent Contractor, Section 13.05 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
d. Insurance, Section 14.22;
e. Liability Coverage, Section 25.03;

f. Fidelity Bond, Section 25.02;
g. Historically Underutilized Businesses, Section 13.02 (Contractor, however, will comply with HUB requirements of other statutes and rules specifically applicable to that entity);
h. Debt to State and Corporate Status, Section 4.01;
I. Application of Payment Due, Section 4.02; and
j. Article XVI Claims against the Department (This Article is inapplicable to interagency contracts only).

E. General Provisions, Payment Methods and Restrictions, Article V, Section 5.01 is revised to include the following:

Contractor may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by DSHS. All advances must be expended by the end of the contract term. Advances not expended by the end of the contract term must be refunded to DSHS.

Contractors will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the contractor must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, DSHS will reduce the reimbursement request by one-third of the remaining balance of the advance.

F. General Provisions, Access and Inspection Article X, Section 10.01 is revised to include the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Contract, upon request by the DSHS Program staff.

G. General Provisions, General Terms Article XIV, Amendment Section 14.12, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Contract.

H. General Provisions, General Business Operations of Contractor, Article XIV, Section 14.20, Equipment, is revised to add the following:

Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 for FY16 and no later than June 30, 2017 for FY17, as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016 for FY16 and on or before June 30, 2017 for FY17. In addition, all equipment and supplies must be received no later than 45 calendar days following the end of the Contract term.

I. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.01.
Enterprise Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The Enterprise Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the Enterprise Agency has paid

funds to Grantee for unallowable or ineligible costs, the Enterprise Agency will notify Grantee in writing, and Grantee shall return the funds to the Enterprise Agency within thirty (30) calendar days of the date of this written notice. The Enterprise Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the Enterprise Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The Enterprise Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity Applicable Cost Principles Audit Requirements Administrative Requirements
State, Local and Tribal Governments
2 CFR, Part 225 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS Educational Institutions 2 CFR, Part 220
2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS
Non Profit Organizations 2 CFR, Part 230 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular. 48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS
A chart of applicable Federal awarding agency common rules is located through a web link on the Enterprise Agency website at http://www.dshs.state.tx.us/contracts/links.shtm.
OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

J. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.05:
If Grantee, within Grantee's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the Enterprise Agency website at http://www.dshs.state.tx.us/contracts/links.shtm. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

K. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.06
Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347
Health and Human Services Commission Office of Inspector General Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the Enterprise Agency should be addressed as follows:
COSContractAdministration@dshs.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-001134-02
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budget
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 78756-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Hidalgo County

Program ID: CPS/HAZARDS

Contract Number: 2016-001134-02

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$801,024.00	$85,101.00	$0.00	$886,125.00
Fringe Benefits	$276,926.00	$29,421.00	$0.00	$306,347.00
Travel	$21,264.00	$0.00	$0.00	$21,264.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$2,975.00	$312.00	$0.00	$3,287.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$46,143.00	$0.00	$0.00	$46,143.00
Total Direct Costs	$1,148,332.00	$114,834.00	$0.00	$1,263,166.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$1,148,332.00	$114,834.00	$0.00	$1,263,166.00

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County

Contract Number: 2016-001134-02

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[X] Applicable [ ] Non- Applicable

Signature of Authorized Individual

Ramon Garcia

Date:

06/25/2015

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

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

Organization Name	Hidalgo County		
Address	1304 S 25th St	State	Texas
City	Edinburg	Zip Code (9 digit)	78539
Payee Name	Hidalgo County		
Address	Hidalgo County Treasurer 2810 S Business 281	State	TX
City	Edinburg	Zip Code (9 digit)	78539-6243
Vendor Identification No.	17460007176	MailCode	060
Payee DUNS No.	103110834		

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year?

[X] Yes [ ] No

2. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

[ ] Yes [X] No

3. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

[X] Yes [ ] No

4. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.
Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

Name	Ramon Garcia
Email	ramon.garcia@co.hidalgo.tx.us
Telephone	(956) 318-2600

FFATA Contact Person #2

Name	Ray Eufracio CPA
Email	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone	(956) 318-2511

☒ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature	Date
Ramon Garcia	06/25/2015

AI-55165

Health & Human Services Dept.
8. B.

CC - REGULAR

Meeting Date: 07/06/2016

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 for County Judge to sign the Vendor Information Form from the Department of State Health Services. The purpose is to initiate Hidalgo County Health & Human Services Department's participation in the Texas Syndromic Surveillance system.

BACKGROUND

Texas Syndromic Surveillance is a statewide syndromic surveillance system build and maintained by the Texas Department of State Health Services for use by various health entities for enhanced surveillance of emerging public health conditions and threats.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: N/A

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Vendor Form

TXS Procedures

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/22/2016 02:38 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Mike Escaname Started On: 06/22/2016 10:32 AM

Final Approval Date: 07/01/2016

Department of State Health Services
Attn: Procurement & Contracting Services, Vendor Coordinator
E-mail: PCS_CST_HHSC@hhsc.state.tx.us

VENDOR INFORMATION NEW _____ or Update Information __X__

1a. Legal name **of Other Party (OP)** as it appears on documentation from IRS, Comptroller, or Secretary of State. This is the name that will appear on the contract document either as "Contractor" or by name. If using an assumed name, please attach documentation from Office of the Secretary of State or County Attorney.
HIDALGO COUNTY

1b**. OP Address** (Include Street and Mailing Addresses, City, County, State and 9 digit Zip Code):
100 E. Cano
Edinburg, TX 78539
Hidalgo County

1c. **PAYEE Name and Mailing Address and 9 digit Zip Code** (as it should appear on financial instruments and remittances):
Norma G. Garcia, Hidalgo County Treasurer
2810 South Business HWY 281
Edinburg, TX 78539

1d. Federal Employer Identification No. [FEIN] (9 digit), name and Social Security Number (SSN), if individual, or State of Texas Comptroller Vendor Identification No. (14 digit). 74-6000717
NOTE: Use of SSN may result in it becoming part of documents that are subject to the Public Information Act. DSHS will not redact SSN when releasing information to the public.

1e**. Mail code**, if known (3 digits):

1f. DUNS Number (9 digits - required for subrecipient contractors): 10-311-0834
For instructions to obtain a DUNS refer to FFATA Guidance at http://www.dshs.state.tx.us/grants/gen-prov.shtm

2. TYPE OF ENTITY (enter appropriate letter in box): [A] Is your entity certified as a HUB? ☐ Yes **X** No

A. City or County (Governmental Entity)	E. Texas Non-profit Corporation *	I. Sole Proprietor	M. Out-of-State Corp
B. State Agency	F. Texas For Profit Corporation*	J. Individual	N. Other ***
C. State Institution of Higher Learning	G. Professional Association*	K. Partnership**	
D. Other Political Subdivision	H. Regular Association	L. Limited Partnership**	

*Please provide 10-digit charter or file number assigned by the Secretary of State: _____

** Please provide the name and SSN or FEIN of each partner._____ _____

***If "Other", specify. _____

3a. Legal name of person or entity authorized to contract with Department of State Health Services.
Ramon Garcia

3b. Typed **Name & Title of Person** *Authorized to Sign Contracts*: Hidalgo County Judge	3b. Telephone (956) 318-2600
3c. Authorized to Sign Contracts email address: ramon.garcia@co.hidalgo.tx.us	
3d. Typed **Name & Title** of Contact Person (Contract Documents and Correspondence) Eduardo Olivarez, Chief Administrative Officer	3c. Telephone (956) 383-6221
3e. Contact Person's E-mail Address: eddie.olivarez@co.hidalgo.tx.us	
4a. Signature of person *Authorized to Sign Contracts* :	4b. Date



Texas Syndromic Surveillance (TxS2)

Procedure

Data Provider and User Registration

Version 1

May 4, 2016

Contents

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Section 7. Revision History....4
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Section 1. Purpose

This procedure defines the specific steps required for Data Providers (for example hospitals) and TxS2 Users (for example hospitals and local health departments) to gain access to the TxS2 system for both sharing electronic health data and accessing data within the system.

Section 2. Background

Texas Syndromic Surveillance (TxS2) is a statewide syndromic surveillance system built and maintained by the Texas Department of State Health Services (DSHS) for use by Local Health Departments (LHDs), DSHS Health Service Regions (HSRs), DSHS central office, and hospitals for enhanced surveillance of emerging public health conditions or threats. Syndromic surveillance utilizes trend analysis to establish a baseline and then uses algorithms to compare the current data to that baseline and issue alerts when aberrations are detected.

The TxS2 technical infrastructure consists of production and test environments. The TxS2 configuration consists of Data Providers (for example hospitals) using secure protocols to share individual level data through the Health Services Gateway. Rhapsody® software is used for data ingestion and Texas Data Center Services (DCS) is used for data hosting. Data is stored in a secure database and accessed by Users (LHDs, DSHS HSRs, DSHS central office, and hospitals) through the analysis software called ESSENCE (Electronic Surveillance System for the Early Notification of Community-based Epidemics).

Section 3. Procedure

Sharing and accessing data in the TxS2 system requires a fully executed Memorandum of Understanding (MOU) for the entity and a TxS2 User Access Agreement for individual Users within an entity. In addition, Data Providers will go through the steps outlined in the Data Provider On-Boarding Guide (http://www.dshs.state.tx.us/txs2) to complete connection and content setup and verification.

The specific steps for Data Providers and TxS2 Users to gain access to the TxS2 system for both sharing electronic health data (Data Providers) and accessing data (Data Providers and LHDs) within the system are (see Appendix for a checklist):

1. The Data Provider/LHD completes the Contractor Vendor Information Form and emails the form to syndromic.surveillance@dshs.state.tx.us. If the Data Provider or LHD already has a vendor number, please include it on the form.
2. Approximately 2 weeks later, Procurement and Contracting Services emails the LHD/Data Provider MOU to the individual identified on the Contractor Vendor Information Form.
3. The LHD/Data Provider obtains the authorized signature and returns the signed MOU to Procurement and Contracting Services.
4. DSHS signs the MOU and the fully executed contract is sent to the LHD/Data Provider by Procurement and Contracting Services.
5. Data Providers register their intent to submit data by completing the survey at https://www.surveymonkey.com/r/txs2registration (this can be done at any time after completing the Vendor Information Form, and must include the contact information for the person to receive status updates throughout the registration and onboarding process). Please also complete the general information survey at https://www.surveymonkey.com/r/DSHSTXS22016 and the Information Technology survey at https://www.surveymonkey.com/r/DSHSTXS2IT if not already done.
6. DSHS Information Technology staff coordinate with Data Provider Information Technology staff to complete Data Provider on-boarding.
7. The LHD/Data Provider completes the survey at https://www.surveymonkey.com/r/txs2accesslisting to identify specific staff members within their organization that should have access to TxS2.
8. The individual TxS2 User completes the TxS2 User Access Agreement and emails the form to syndromic.surveillance@dshs.state.tx.us.
9. DSHS assigns TxS2 User accounts and notifies the User of their account information.

DSHS management in Health Service Regional offices and Central Office will use the same link as provided in step 7 to identify DSHS staff that should have access to TxS2. Those DSHS staff will submit the TxS2 User Access Agreement as indicated in step 8.

Section 4. Responsibilities

DSHS has the responsibility for developing and maintaining the TxS2 system in a secure environment, developing and maintaining policies and procedures for TxS2, and for maintaining User access to TxS2. Individual TxS2 Users have the responsibility for following DSHS policies and procedures, including the TxS2 Access and Confidentiality Policy, to safeguard the data and to share, access, use, and store the data in a secure, confidential manner in compliance with all applicable federal and state laws governing the protection of health-related information.

Section 5. Agreement Renewal

The TxS2 Memorandum of Understanding (MOU) is effective on the date of DSHS signature and terminates on the fifth anniversary of the effective date, unless renewed or terminated. The MOU may be extended for one additional five-year term. The MOU will be reviewed on an annual basis to determine if there are material change to the MOU. Specific requirements for amending and extending the MOU are provided in the terms of the MOU.

The User Access Agreement is effective on the date the TxS2 User account is created and must be renewed every 2 years. The User Access Agreement may be terminated at any time by the User's entity or DSHS.

Section 6. Points of Contact

Name	Role	Phone	Email
TxS2 Team	General Inquires	(512) 776-7770	syndromic.surveillance@dshs.state.tx.us
Carrie Bradford, PhD	TxS2 Program Lead	(512) 776-2679	carrie.bradford@dshs.state.tx.us
Jyllisa Mabion	TxS2 Epidemiologist	(512) 776-2982	jyllisa.mabion@dshs.state.tx.us
Savannah Carlson	TxS2 Program Administration	(512) 776-6342	savannah.carlson@dshs.state.tx.us
Chris Meredith	TxS2 Technical Lead	(512) 776-9116	chris.meredith@dshs.state.tx.us

Section 7. Revision History

Date	Version	Action	Section
05/04/16	1	New procedure	

Appendix. Registration Checklist

Below is a checklist of forms to be submitted to DSHS to complete the registration process.

- ☐ Contractor Vendor Information Form
- ☐ Local Health Department/Data Provider MOU
- ☐ Data Providers only – Register intent to submit data at https://www.surveymonkey.com/r/txs2registration. Please also complete the general information survey at https://www.surveymonkey.com/r/DSHSTXS22016 and the Information Technology survey at https://www.surveymonkey.com/r/DSHSTXS2IT if not already done.
- ☐ Data Providers, Local Health Departments, and DSHS Health Service Regional and Central Offices – Identify individual TxS2 Users within their organization at https://www.surveymonkey.com/r/txs2accesslisting.
- ☐ TxS2 Users – Complete the TxS2 User Access Agreement.

AI-55162

Health & Human Services Dept.
8. C.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to submit to the Department of State Health Services the Prenatal Medical renewal grant application for FY 17. The award amount is $144,029.00 and the contract period will begin on 09/01/2016 and continue through 08/31/2017.
2. Requesting approval for County Judge to sign required documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2017	ACCT. #:	X-1293-441-00-340-052-7-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

No local match required.

Attachments

Award Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/22/2016 08:49 AM
Final Approval	Veronica Ortiz	07/01/2016 10:14 AM

Form Started By: Mike Escaname Started On: 06/22/2016 08:36 AM

Final Approval Date: 07/01/2016

Mike Escaname

From: Bourda,Michael (DSHS) <Michael.Bourda@dshs.state.tx.us>
Sent: Tuesday, June 21, 2016 2:38 PM
To: 'eddie.olivarez@hchd.org'
Cc: mike.escaname@hchd.org
Subject: FY 2017 Title V Prenatal and Prenatal/Post-Partum Dental Renewal Offer and Application - Hidalgo Co.

Good afternoon,

The Department of State Health Services (DSHS) has received approval of the funding allocation for the FY 2017 Prenatal Medical and Prenatal Dental contracts that will begin on September 1, 2016 and continue through August 31, 2017.

Your contract award is $144,029.00.

The FY2017 Prenatal and Prenatal/Post-Partum Dental Renewal Application and reimbursement Worksheets will be available on-line at:
http://www.dshs.state.tx.us/chscontracts/default.shtm

Please review the revised guidelines for Form E prior to completing the form.

DSHS reserves the right to alter, amend or withdraw this offer at any time prior to the execution of a contract if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, health and human services agency consolidations, or any other disruption of current appropriations. If a contract has been fully executed and these circumstances arise, the provisions of the Termination Article in the contract General Provisions shall apply.

Please complete and submit the renewal application, using your approved award amount, by 5:00 pm, CDT, Friday, June 24, 2016. These documents should be sent to cdsb@dshs.state.tx.us. Failure to submit a renewal application could result in termination of the contract at conclusion of this current fiscal year.

If you have questions about the contract renewal application, please let me know.

Sincerely,

Michael A. Bourda, LMSW, CTCM
Contract Manager
Texas Depart. of State Health Services
Family&Community Health Services Division
Performance Mangmt. Unit
Contract Management Branch, MC 1914
P.O Box 149347
Austin, Texas 78714-9347
(512) 776-3028
(512) 776-7521 fax
michael.bourda@dshs.state.tx.us

AI-55159

Health & Human Services Dept.
8. D.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to submit to the Department of State Health Services the Child Health renewal grant application for FY 17. The award amount is $30,535.00 and the contract period will begin on 09/01/2016 and continue through 08/31/2017.
2. Requesting approval for County Judge to sign required documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2017	ACCT. #:	X-1293-441-00-340-051-7-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:
No local match required.

Attachments
Award Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/22/2016 08:46 AM
Final Approval	Veronica Ortiz	07/01/2016 10:13 AM

Form Started By: Mike Escaname Started On: 06/22/2016 08:23 AM
Final Approval Date: 07/01/2016

Mike Escaname

From: Bourda,Michael (DSHS) <Michael.Bourda@dshs.state.tx.us>
Sent: Tuesday, June 21, 2016 2:21 PM
To: 'eddie.olivarez@hchd.org'
Cc: mike.escaname@hchd.org
Subject: FY 2017 Child Health and Dental Offer and Renewal Application - Hidalgo Co.

The Department of State Health Services (DSHS) has received approval of the funding allocation for the FY 2017 Child Health and Dental contracts that will begin on September 1, 2016 and continue through August 31, 2017.

Your contract award is $30,535.

The FY 2017 Child Health and Dental Renewal Application and Reimbursement Worksheets will be available on-line at: http:// http://www.dshs.state.tx.us/chscontracts/default.shtm

Please review the revised guidelines for Form E prior to completing the form.

DSHS reserves the right to alter, amend or withdraw this offer at any time prior to the execution of a contract if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, health and human services agency consolidations, or any other disruption of current appropriations. If a contract has been fully executed and these circumstances arise, the provisions of the Termination Article in the contract General Provisions shall apply.

Please complete and submit the renewal application, using your approved award amount, by 5:00 pm, CDT, Friday June 24, 2016. These documents should be sent to cdsb@dshs.state.tx.us. Failure to submit a renewal application could result in termination of the contract at conclusion of this current fiscal year.

If you have questions about the contract renewal application, please let me know.

Michael A. Bourda, LMSW, CTCM
Contract Manager
Texas Depart. of State Health Services
Family&Community Health Services Division
Performance Mangmt. Unit
Contract Management Branch, MC 1914
P.O Box 149347
Austin, Texas 78714-9347
(512) 776-3028
(512) 776-7521 fax
michael.bourda@dshs.state.tx.us

Human Resources 9. A.

AI-55266

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Fire Marshal (1100):
1. Discussion, consideration, and approval to change a position title as follows, effective next full pay period.

Action	Slot#	Dept. / Program	Position Title	Proposed Position Title
Title Change	0002	300-001	Deputy Fire Marshal	Fire Investigator
Title Change	0004	300-001	Deputy Fire Marshal	Fire Investigator

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-422-10-300-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
No Budgetary Impact; Title Change Only.

Attachments

PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/01/2016 09:30 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Diana Munoz Started On: 06/30/2016 03:29 PM
Final Approval Date: 07/01/2016

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 13 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Fire Marshal / 300 · DM PR DATE: 06/10/2016

CURRENT POSITION TITLE: Deputy Fire Marshal CURRENT SLOT #: 0002

REQUESTED POSITION TITLE: Fire Investigator

NOTE: PLEASE FILL OUT MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN(3) PERSONNEL ACTIONS.

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other Job Title Change

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

SALARY REQUEST:

Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change
$ ~~39,369.00~~ 43,148.00 PR	$ ~~39,369.00~~ 43,148.00 DM	$ 0.00

Position to be funded from one of the following:

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

[ ] Salary Adjustment [ ] Other

POSITION TYPE:

Full Time Regular Obj. 113 [✓] Part Time Regular Obj. 114 [ ]

Full Time Temporary Obj. 121 [ ] Part Time Temporary Obj. 122 [ ]

CIVIL SERVICE: Exempt [ ] Non-Exempt [✓] PR

FLSA: [ ] Exempt [✓] Non-Exempt

TEMPORARY POSITIONS:

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

Temporary Position Hourly Rate: _____ Temporary Position Annual Salary: _____ (2,080 * Hourly Rate)

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

Employee's title will be changed to Fire Investigator because he does not possess a TCOLE license to be a law enforcement officer.

POSITION RECLASSIFICATION: Attach completed Reclassification Analysis Form.

COMMENTS: Any comments you wish to make regarding this request. Attach additional pages if needed.

CLASSIFICATION AND SALARY RECOMMENDATION

Human Resources: GRADE _____ STEP _____

1. _____ DEPARTMENT HEAD — 6/14/16 DATE

2. _____ HUMAN RESOURCES DIRECTOR — 6/29/2016 DATE

PERSONNEL PROCEDURES COMPLETED [✓] YES [ ] NO

Budget & Management: GRADE _____ STEP _____

3. _____ DEPARTMENT OF BUDGET & MANAGEMENT — 7/1/2016 DATE

BUDGET PROCEDURES COMPLETED [✓] YES [ ] NO

_____ COMMISSIONERS' COURT APPROVAL — AGENDA ITEM NUMBER

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 13 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Fire Marshal / 300 - 001 PR DATE: 06/10/2016

CURRENT POSITION TITLE: Deputy Fire Marshal CURRENT SLOT #: 0004

REQUESTED POSITION TITLE: Fire Investigator

NOTE: PLEASE FILL OUT MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN(3) PERSONNEL ACTIONS.

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other Job Title Change

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

SALARY REQUEST:

$42,147.00	$ 42,147.00	$ 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

[ ] Salary Adjustment [ ] Other

POSITION TYPE:

Full Time Regular Obj. 113 [✓] Part Time Regular Obj. 114 [ ]

Full Time Temporary Obj. 121 [ ] Part Time Temporary Obj. 122 [ ]

CIVIL SERVICE:

Exempt [ ] Non-Exempt [✓] PR

FLSA:

[ ] Exempt [✓] Non-Exempt

TEMPORARY POSITIONS:

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

Temporary Position Hourly Rate: _____ Temporary Position Annual Salary: _____ (2,080 * Hourly Rate)

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

Employee's title will be changed to Fire Investigator because he does not possess a TCOLE license to be a law enforcement officer.

POSITION RECLASSIFICATION: Attach completed Reclassification Analysis Form.

COMMENTS: Any comments you wish to make regarding this request. Attach additional pages if needed.

CLASSIFICATION AND SALARY RECOMMENDATION

Human Resources: GRADE _____ STEP _____

Budget & Management: GRADE _____ STEP _____

1. DEPARTMENT HEAD _____ DATE 6/13/16 | COMMISSIONERS' COURT APPROVAL _____ AGENDA ITEM NUMBER _____

2. HUMAN RESOURCES DIRECTOR _____ DATE 6/30/2016

PERSONNEL PROCEDURES COMPLETED [✓] YES [ ] NO

3. DEPARTMENT OF BUDGET & MANAGEMENT _____ DATE 7/12/2016

BUDGET PROCEDURES COMPLETED [✓] YES [ ] NO

Human Resources 9. B.

AI-55216

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Constable Pct. #2 (1100):
1. Requesting waiver of the Budget Amendment Policy – Personnel Related Amendments, effective next full pay period.
2. Approval to create one (1) regular full-time Chief Deputy Constable II Step I position, Slot no. 0016, budgeted salary
$66,267.00, effective next full pay period.
3. Approval to waive posting, hiring and enrollment procedures and promote employee no. 21768 to the Chief Deputy Constable II Step I, slot no. 0016, as per the Constables' Grade and Step Pay Plan.
4. Approval to delete one (1) regular full –time Chief Deputy Constable I Step II position, slot no. 0002, budgeted salary $64,354.00, effective next full pay period.
5. Approval to revise the salary schedule in accordance with Commissioner's Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-421-00-292-001-0-XXX
FUNDS AVAILABLE Y/N?: N MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds undetermined.

Attachments

Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/29/2016 09:30 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Diana Munoz Started On: 06/28/2016 03:38 PM
Final Approval Date: 07/01/2016

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, July 06, 2016** **Agenda Item:** **55216**

Summary of request/proposal:
Constable Pct 2 (1100): Approval of the following personnel actions, effective next full pay period:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Chief Deputy Constable II Step I	0016	113	0.00	66,267.00	66,267.00
1100	Chief Deputy Constable I Step II	0002	113	64,354.00	0.00	(64,354.00)
				64,354.00	66,267.00	1,913.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-421-00-292-001-0-	113	CONSTABLE PCT 2-	REG F/T EMPLOYEES	$916.19
6-1100-421-00-292-001-0-	211	CONSTABLE PCT 2-	HEALTH INSURANCE	$0.00
6-1100-421-00-292-001-0-	212	CONSTABLE PCT 2-	LIFE INSURANCE	$0.00
6-1100-421-00-292-001-0-	220	CONSTABLE PCT 2-	FICA	$70.09
6-1100-421-00-292-001-0-	230	CONSTABLE PCT 2-	RETIREMENT	$103.07
6-1100-421-00-292-001-0-	250	CONSTABLE PCT 2-	UNEMPLOYMENT COMP	$5.50
6-1100-421-00-292-001-0-	260	CONSTABLE PCT 2-	WORKER'S COMP	$28.59
			2016 Budgetary Impact	$1,123.44

Possible Funding Sources: **Funds undetermined.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

Human Resources 9. C.

AI-55205

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Health Adm/Health Clinics (1100) / H.D. Adm/IMM Div Local (1293):
1. Discussion, consideration, and approval of the following position title changes, effective next full pay period:

Slot#	Dept/ Program	Current Position Title	Proposed Position Title
0035	340-001	Outreach Specialist I	Clerk II
0037	340-001	Outreach Specialist I	Clerk II
0038	340-001	Outreach Specialist I	Clerk II
0111	340-003	Registered Nurse II	TVFC Program Manager
G002	340-012	Texas Vaccines for Children Manager	TVFC Assistant Program Manager
G002	340-005		
A123	340-003		

2. Approval to revise salary schedule (s) in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No Budgetary Impact; Title Change Only.

Attachments

PAR's

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/29/2016 09:30 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Diana Munoz Started On: 06/27/2016 11:13 AM

Final Approval Date: 07/01/2016

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 20 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES 340-001-0035 DATE: 6/17/2016

CURRENT POSITION TITLE: Outreach Specialist I CURRENT SLOT# : 001-0035

REQUESTED POSITION TITLE: **Clerk II** NEW SLOT #

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Title Change ONLY

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

POSITION SALARY REQUEST:

Salary Amount:	25,677.00	$	25,677.00	$	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

POSITION Type:

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

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

This position has evolved into a Clerk II position. The duties are the same as a Clerk II position. The title of Clerk II is more appropriate for this slot.

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

N/A

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

N/A

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

Title Change ONLY.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	06/17/2016 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	6/28/2016 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/30/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 20 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES 340-001-0037 DATE: 6/17/2016

CURRENT POSITION TITLE: Outreach Specialist I CURRENT SLOT# : 001-0037

REQUESTED POSITION TITLE: **Clerk II** NEW SLOT #

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Title Change ONLY

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

POSITION SALARY REQUEST:

	Current G&S/ Budgeted Salary		Proposed G&S/ Budgeted Salary		Net Change
Salary Amount:	25,677.00	$	25,677.00	$	0.00

Position to be funded from one of the following:

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

☐ Other

POSITION Type:

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

Full Time 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	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

This position has evolved into a Clerk II position. The duties are the same as a Clerk II position. The title of Clerk II is more appropriate for this slot.

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

N/A

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

N/A

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

Title Change ONLY.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	6-20-16	06/17/2016 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2. HUMAN RESOURCES DIRECTOR		6/28/2016 Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ] NO
3. DEPARTMENT OF BUDGET & MANAGEMENT		6/20/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4. COMMISSIONERS' COURT APPROVAL		Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 20 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES 340-001-0038 DATE: 6/17/2016

CURRENT POSITION TITLE: Outreach Specialist I CURRENT SLOT# : 001-0038

REQUESTED POSITION TITLE: **Clerk II** NEW SLOT #

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Title Change ONLY

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

POSITION SALARY REQUEST:

Salary Amount:	25,677.00	$	25,677.00	$	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

[ ] Other

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee 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	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

This position has evolved into a Clerk II position. The duties are the same as a Clerk II position. The title of Clerk II is more appropriate for this slot.

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

N/A

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

N/A

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

Title Change ONLY.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	06/17/2016 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	6/28/2016 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/30/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 20 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES 340-003-0111 DATE: 6/17/2016

CURRENT POSITION TITLE: Registered Nurse II CURRENT SLOT# : 003-0111

REQUESTED POSITION TITLE: **TVFC Program Manager** NEW SLOT #

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Title Change ONLY

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

POSITION SALARY REQUEST:

Salary Amount:	52,349.00	$	52,349.00	$	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

POSITION Type:

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

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

This position overssees the TVFC program. The title of TVFC Program Manager is more appropriate for this position than a Registered Nurse II title.

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

N/A

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

N/A

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

Title Change ONLY.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	06/17/2016 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	6/20/2016 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/30/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 20 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES 340-012-G002
HEALTH & HUMAN SERVICES 340-005-G002

DATE: 6/17/2016

CURRENT POSITION TITLE: Texas Vaccines for Children Educator or Manager

CURRENT SLOT# : 012-G002
005-G002

Longevity Slot 003-A123

REQUESTED POSITION TITLE: **TVFC Assistant Program Manager**

NEW SLOT #

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Title Change ONLY

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

POSITION SALARY REQUEST:

Salary Amount:	39,540.00	$	39,540.00		0.00
Salary Amount:	2,979.00	$	2,979.00	$	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

POSITION Type:

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

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

This position provides assistance to the TVFC program. The title of TVFC Assistant Program Manager is more appropriate than the Texas Vaccines for Children Educator title.

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

N/A

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

N/A

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

Title Change ONLY.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	06/17/2016 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	6/28/2016 Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/30/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

Human Resources 9. D.

AI-55079

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Planning Department (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, approval, and consideration of the following personnel actions, effective next full pay period:

Action	Slot#	Dept/ Program	Position Title	Actual/ Proposed Budgeted Salary
Delete	0006	210-001	Planning Inspector III	<$36,116.00>
Create	0025	210-001	Engineering Technician II	$36,116.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-419-10-210-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
No Budgetary Impact.

Attachments

JOB DESCRIPTION
Fiscal Note
PAR's

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/28/2016 11:28 AM

Human Resources	Diana Munoz	06/28/2016 11:31 AM
Budget & Management	Veronica Ortiz	06/29/2016 09:29 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Diana Munoz Started On: 06/15/2016 03:35 PM

Final Approval Date: 07/01/2016

HIDALGO COUNTY PLANNING DEPARTMENT

ENGINEERING TECHNICIAN II

GENERAL DESCRIPTION

Performs moderately complex (journey-level) paraprofessional civil engineering work; Work involves preparing engineering design plans, project inspections, review of subdivision plans; interpret engineering field data and incorporate such data into design plans; May train others. Works under general supervision, with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs calculations and drafting for design work including but not limited to production quantity summaries, hydraulic studies, roadway design plans, utility studies, right-of-way maps, traffic control, lighting/signal plans, and other related information as requested

Prepares and drafts engineering plans and profiles both manually or using computerized software such as AutoCAD; draws charts on statistical data, and update/revise storm water and various maps such as base maps, beard maps, annexation maps, master atlas and address maps

May use Civil/Survey, Earthworks, Design, DTM, COGO, and other interactive graphic design programs

Provides information to the public regarding utilities, easements, fences, right-of-way addresses and/or flood zones when requested

May attend specialized design schools to maintain abreast of the latest automated design tools and technologies

Gathers and researches information pertaining to utilities, right-of-way, structural, architectural, mechanical information, and other areas related to the Planning Department as necessary

Conducts surveys and field work; inspecting, designing, and preparing maps for presentation

Maintains records and design plans; works on the reproduction of plans

Writes general notes, specifications, and special provisions following generally accepted practices to ensure applicable information is included

May schedule, coordinate and prepare plans and documents for public hearings

May review others work for drafting and/or calculation errors

Performs other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Associate's degree in related field

Minimum of three (3) years of experience in Computer Aided Drafting, surveying, and/or related engineering work

Previous experience in subdivision design, review and planning required

Two (2) years of experience may substitute one (1) year of education

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

Certification in computer aided drafting or related field

Knowledge, Skills, and Abilities

Knowledge of surveying and engineering principles, techniques, and procedures; of mathematics; and of applicable safety requirements

Knowledge and skill in the operation of AutoCAD software and other drafting related software/tools

Knowledge on subdivision rules and regulations as well as preparation and review of subdivision plans

Skill in the operation and maintenance of applicable equipment including but not limited to the following: drafting printers and plotters, calculators, drafting tools, surveying and measuring instruments, and other related equipment

Ability to conduct inspections and prepare reports

Ability to read, analyze, and interpret blueprints, engineering periodicals, professional journals, technical procedures, or governmental regulations

Ability to write reports and business correspondence

Ability to effectively present information and respond to questions from groups, contractors and employees of the organization

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry

Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations

Ability to solve practical problems and deal with a variety of concrete variables in situations where standardization exists

Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is 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, July 06, 2016** **Agenda Item:** **55079**

Summary of request/proposal:
Planning Department (1100): Approval of the following personnel actions, effective next pay period:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	PLANNING INSPECTOR III	0006	113	36,116.00	0.00	(36,116.00)
1100	ENGINEERING TECHNICIAN II	0025	113	0.00	36,116.00	36,116.00
				36,116.00	36,116.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-419-10-210-001-0-	113	PLANNING DEPT-	REG F/T EMPLOYEES	$0.00
6-1100-419-10-210-001-0-	211	PLANNING DEPT-	HEALTH INSURANCE	$0.00
6-1100-419-10-210-001-0-	212	PLANNING DEPT-	LIFE INSURANCE	$0.00
6-1100-419-10-210-001-0-	220	PLANNING DEPT-	FICA	$0.00
6-1100-419-10-210-001-0-	230	PLANNING DEPT-	RETIREMENT	$0.00
6-1100-419-10-210-001-0-	250	PLANNING DEPT-	UNEMPLOYMENT COMP	$0.00
6-1100-419-10-210-001-0-	260	PLANNING DEPT-	WORKER'S COMP	$0.00
			2016 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
JUN 15 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Planning Department 210-001 DATE: June 15, 2016

CURRENT POSITION TITLE: Planning Inspector III CURRENT SLOT #: 0006

REQUESTED POSITION TITLE:

NOTE: PLEASE FILL OUT MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN(3) PERSONNEL ACTIONS.

REQUEST FOR:

[x] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other deletion

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

SALARY REQUEST: $ 36,116.00 (Current G&S/ Budgeted Salary) $ -0- (Proposed G&S/ Budgeted Salary) $ (36,116.00) (Net Change)

Position to be funded from one of the following:

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

[ ] Salary Adjustment [ ] Other

POSITION TYPE:

Full Time Regular Obj. 113 [✓] Part Time Regular Obj. 114 [ ]

Full Time Temporary Obj. 121 [ ] Part Time Temporary Obj. 122 [ ]

CIVIL SERVICE:

Exempt [ ] Non-Exempt [✓]

FLSA:

[ ] Exempt [✓] Non-Exempt

TEMPORARY POSITIONS:

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

Temporary Position Hourly Rate: Temporary Position Annual Salary: 2,080 * Hourly Rate

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

The Planning Inspector III position is to be deleted to allow for the creation of an Engineering Tech II position with the same salary allocation.

POSITION RECLASSIFICATION: Attach completed Reclassification Analysis Form.

COMMENTS: Any comments you wish to make regarding this request. Attach additional pages if needed.

CLASSIFICATION AND SALARY RECOMMENDATION

Human Resources: GRADE STEP

Budget & Management: GRADE STEP

1. [signature] 6-15-16
DEPARTMENT HEAD DATE

COMMISSIONERS' COURT APPROVAL AGENDA ITEM NUMBER

2. [signature] 6/28/2016
HUMAN RESOURCES DIRECTOR DATE

3. [signature] 6/30/2016
DEPARTMENT OF BUDGET & MANAGEMENT DATE

PERSONNEL PROCEDURES COMPLETED [✓] YES [ ] NO

BUDGET PROCEDURES COMPLETED [✓] YES [ ] NO

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 15 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Planning Department 210-001 DATE: June 15, 2016

CURRENT POSITION TITLE: CURRENT SLOT #: 0025

REQUESTED POSITION TITLE: Engineering Tech II Technician PT

NOTE: PLEASE FILL OUT MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN(3) PERSONNEL ACTIONS.

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

SALARY REQUEST: $ -0- Current G&S/ Budgeted Salary | $ 36,116.00 Proposed G&S/ Budgeted Salary | $ 36,116.00 Net Change

Position to be funded from one of the following:

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

[ ] Salary Adjustment [ ] Other _____

POSITION TYPE:

Full Time Regular Obj. 113 [✔] Part Time Regular Obj. 114 [ ]

Full Time Temporary Obj. 121 [ ] Part Time Temporary Obj. 122 [ ]

CIVIL SERVICE:

Exempt [ ] Non-Exempt [✔]

FLSA:

[ ] Exempt [✔] Non-Exempt

TEMPORARY POSITIONS:

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

Temporary Position Hourly Rate: _____ Temporary Position Annual Salary: _____ (2,080 * Hourly Rate)

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

The amount of new subdivision development has created a need for an additional Engineering Technician to review infrastructure specifications and to conduct inspections on the field.

POSITION RECLASSIFICATION: Attach completed Reclassification Analysis Form.

COMMENTS: Any comments you wish to make regarding this request. Attach additional pages if needed.

CLASSIFICATION AND SALARY RECOMMENDATION

Human Resources: GRADE _____ STEP _____

Budget & Management: GRADE _____ STEP _____

1. [signature] DEPARTMENT HEAD — 6-15-16 DATE — COMMISSIONERS' COURT APPROVAL — AGENDA ITEM NUMBER

2. [signature] HUMAN RESOURCES DIRECTOR — 6/28/2016 DATE

3. [signature] DEPARTMENT OF BUDGET & MANAGEMENT — 6/30/2016 DATE

PERSONNEL PROCEDURES COMPLETED [✔] YES [ ] NO

BUDGET PROCEDURES COMPLETED [✔] YES [ ] NO

Human Resources 9. E.

AI-54726

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Precinct 1- Road Maintenance (1200) / Administration (1200):
1. Discussion, consideration, and approval of the following position title changes, effective next full pay period:

Slot#	Dept/ Program	Position Title	Proposed Position Title
0005	121-004	Community Liaison I	Maintenance III
0124	121-005	Maintenance II	Crew Leader II
0146	121-005	Supervisor	Crew Leader II

2. Discussion, consideration and approval to change one (1) vacant, Clerk position, Slot# 0016, Dept/Program#121-004; from permanent regular part-time to permanent regular full-time work status, with a budgeted salary of $29,175.00.
3. Approval to revise the salary schedule(s) in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1200-431-00-121-00X-0-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:
No Budgetary Impact; Title Change Only.

Attachments
JOB DESCRIPTION
JOB DESCRIPTION
PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/29/2016 09:28 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Diana Munoz Started On: 05/20/2016 08:38 AM

Final Approval Date: 07/01/2016

HIDALGO COUNTY PRECINCT #1

CREW LEADER II

GENERAL DESCRIPTION

Provide management of the day-to-day operations of the department/work unit and oversight of the work production, quantity and quality of work completed. May schedule work assignments, assign hours and work locations. This position may also train and/or evaluate employees. Handles difficult problems, may develop and implement programs and curriculum, monitors departmental resources and endures compliance with policies and laws.

EXAMPLES OF WORK PERFORMED

Directly responsible for the management of departmental staff, which may include lower level management or supervisory positions

Provides training to staff members as required

Plans, assigns and is responsible for the workload and schedules for team members

Evaluates performance of subordinates, identifying strengths/weaknesses, providing employee development, guidance and motivation, or making/deciding on recommendations for replacement when appropriate

Acts as a managerial resource for staff questions regarding customer issues, policies, etc

Coordinates activities with other departments to expedite work and improve performance

Performs quality reviews/auditors of department's work and makes operational corrections as necessary

Establishes and enforces procedures to expedite and improve processes

Participates in personnel matters including disciplinary actions and resolution of departmental disputes

Perform all other related duties involved in the operation of the Precinct as assigned or required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Associate's degree or equivalent required

Minimum of six (6) years related work experience

Certificates, Licenses & Registrations

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

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

Knowledge, Skills, and Abilities

Must have an advanced or expert knowledge of fundamental concepts, practices and procedures of the field of road construction and maintenance

Spreadsheet and/or word processing software knowledge/experience preferred with either specific program applications or general applications such as Microsoft Office Suite

Excellent verbal and written communication/presentation skills

Effective interpersonal and leadership skills that are normally expected of a fully qualified manager

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
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY PRECINCT #1

MAINTENANCE III

GENERAL DESCRIPTION

Performs supervisory duties as directed. Maintains safe conditions on all County roads and bridges within precincts. Performs various tasks of construction and maintenance throughout the precincts.

EXAMPLES OF WORK PERFORMED

Road & Bridge

Performs supervisory duties as directed

Patches holes on County roads and/or bridges

Is able to operate tractor with shredder effectively in order to maintain all paved and unpaved roads in precinct

Performs a variety of preventative maintenance and repair work on equipment

Performs maintenance and construction duties including installing culverts

May operate chainsaw to clear brush from right of way

May drive County vehicle to haul materials to and from the worksite

Tamps, packs and levels dirt, gravel or asphalt

Uses hand tools to dig ditches or holes

Loads material, trash, brush, etc., onto truck; May sometime unload the same

May replace tires on County vehicles

Checks daily construction schedule to keep appraised of materials needed on the job

Regular attendance is a must

Ability to work well with others

Perform other duties as assigned

Sanitation and Landfill

Familiarization with all duties of the attendants, maintenance I and truck drivers for the Sanitation Department

Check daily operations at the citizen collection stations and reports to the Sanitation Director

Schedules all work orders for truck operators and serves as dispatcher for the operation

Mobilizes heavy equipment as needed to maintain a hazard free environment at all citizen collection stations and recovery centers

Works closely with the Solid Waste Enforcement Officers for schedule clean-up campaigns

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED).

Three (3) years of supervisory experience; and/or

Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties

Certificates, Licenses and Registration

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

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

Knowledge, Skills, and Abilities

Should be able to operate other general equipment such as backhoe, loader, etc

Should be able to train employees on the various types of equipment

May be required to address personnel issues

Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment

Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools

Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals

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

Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division

Ability to understand and follow written and oral instructions and directives

Must be able to perform all duties of Maintenance I and II

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
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 23 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 121 Precinct 1 004/005 PR DATE: 6/23/2016

CURRENT POSITION TITLE: _____ CURRENT SLOT #: See Attachment A

REQUESTED POSITION TITLE: See Attachment A

NOTE: PLEASE FILL OUT MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN(3) PERSONNEL ACTIONS.

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Title Corrections

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

SALARY REQUEST: $ See Attachment A (Current G&S/ Budgeted Salary) $ See Attachment A (Proposed G&S/ Budgeted Salary) $ See Attachment A (Net Change)

Position to be funded from one of the following:

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

☐ Salary Adjustment ☐ Other _____

POSITION TYPE:

Full Time Regular Obj. 113 ☑ Part Time Regular Obj. 114 ☐

Full Time Temporary Obj. 121 ☐ Part Time Temporary Obj. 122 ☐

CIVIL SERVICE:

Exempt ☐ Non-Exempt ☑

FLSA:

☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

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

Temporary Position Hourly Rate: _____ Temporary Position Annual Salary: _____ (2,080 * Hourly Rate)

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

The job content, job responsibilities and level of knowledge for these positions are consistent with the title changes requested to meet with the departmental needs. No change in salary.

POSITION RECLASSIFICATION: Attach completed Reclassification Analysis Form.

COMMENTS: Any comments you wish to make regarding this request. Attach additional pages if needed.

CLASSIFICATION AND SALARY RECOMMENDATION

Human Resources: GRADE _____ STEP _____

1. _____ DEPARTMENT HEAD 6-23-16 DATE

2. _____ HUMAN RESOURCES DIRECTOR 6/28/2016 DATE

PERSONNEL PROCEDURES COMPLETED ☐ YES ☐ NO

Budget & Management: GRADE _____ STEP _____

_____ COMMISSIONERS' COURT APPROVAL _____ AGENDA ITEM NUMBER

3. _____ DEPARTMENT OF BUDGET & MANAGEMENT 7/1/2016 DATE

BUDGET PROCEDURES COMPLETED ☑ YES ☐ NO

HIDALGO COUNTY

Personnel Adjustment Request Form

Multiple Personnel Action
(Attachment A)

DEPARTMENT NAME: PRECINCT 1

DEPARTMENT NUMBER: 121

** You will **only** need to fill out this form, as an addition to your PAR form, if you are requesting more than three (3) personnel actions.*

Position Information:

Slot No.	Current Position Title	Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary
121-004/ 5	COMMUNITY LIAISON I	MAINTENANCE III	$58,350.00	$58,350.00
121-005/124	MAINTENANCE II	CREW LEADER II	$40,281.00	$40,281.00
0146	SUPERVISOR	CREW LEADER II	$35,548.00	$35,548.00

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 28 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 121-004 DATE: 6/24/2016

CURRENT POSITION TITLE: Clerk CURRENT SLOT #: 0016

REQUESTED POSITION TITLE: _____

NOTE: PLEASE FILL OUT MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN(3) PERSONNEL ACTIONS.

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other Work Status

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

SALARY REQUEST: $ 29,175.00 (Current G&S/ Budgeted Salary) $ 29,175.00 (Proposed G&S/ Budgeted Salary) $ 0 (Net Change)

Position to be funded from one of the following:

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

[ ] Salary Adjustment [ ] Other _____

POSITION TYPE:

Full Time Regular Obj. 113 [✓] Part Time Regular Obj. 114 [ ]

Full Time Temporary Obj. 121 [ ] Part Time Temporary Obj. 122 [ ]

CIVIL SERVICE:

Exempt [ ] Non-Exempt [✓]

FLSA:

[ ] Exempt [✓] Non-Exempt

TEMPORARY POSITIONS:

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

Temporary Position Hourly Rate: _____ Temporary Position Annual Salary: _____ (2,080 * Hourly Rate)

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

Changing work status from part time to full time

POSITION RECLASSIFICATION: Attach completed Reclassification Analysis Form.

COMMENTS: Any comments you wish to make regarding this request. Attach additional pages if needed.

CLASSIFICATION AND SALARY RECOMMENDATION

Human Resources: GRADE _____ STEP _____

1. _____ DEPARTMENT HEAD 6-24-16 DATE

2. _____ HUMAN RESOURCES DIRECTOR 6/30/2016 DATE

PERSONNEL PROCEDURES COMPLETED [✓] YES [ ] NO

Budget & Management: GRADE _____ STEP _____

_____ COMMISSIONERS' COURT APPROVAL _____ AGENDA ITEM NUMBER

3. _____ DEPARTMENT OF BUDGET & MANAGEMENT 7/1/2016 DATE

BUDGET PROCEDURES COMPLETED [✓] YES [ ] NO

AI-55209

Emergency Management 10. A.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted By: Sandra Deleon, COUNTY JUDGE
Department: COUNTY JUDGE

Information

CAPTION

1. Presentation, discussion, and necessary action to terminate the Order Continuing Local State of Disaster for the County of Hidalgo due to the torrential rain event of May 31, 2016, which caused severe damage to property.
2. Presentation, discussion and authorization for the County Judge to sign the required documentation.

BACKGROUND

06/01/2016 - Proclamation Declaring a Local State of Disaster declared by the County Judge.
06/07/2016-AI54927 - Order Continuing Local State of Disaster Presented by the Emergency Management Coordinator to extend the Disaster Declaration due to the cleanup and response efforts which continued throughout Hidalgo County.

Fiscal Impact

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/28/2016 08:29 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Sandra Deleon Started On: 06/28/2016 08:20 AM
Final Approval Date: 07/01/2016

PROCLAMATION TERMINATING A LOCAL STATE OF DISASTER

WHEREAS, on June 1, 2016 the County Judge issued a proclamation declaring a local state of disaster for Hidalgo County resulting from "severe damage, injury or loss of life or property due to the "immediate emergencies from the current and recent torrential rains."; and

WHEREAS, on June 7, 2016 the Local State of Disaster was continued by order of the Commissioner's Court, as a result of "flooding due to immediate emergencies from current and recent torrential rains."; and

WHERAS, the County of Hidalgo has undertaken extraordinary measures to protect the public health, safety and general wellbeing of County citizens, alleviate the suffering of people, and protect or rehabilitate property; and

WHEREAS, the immediate threat from the torrential rains which led to the current Local Disaster Declaration have subsided; and

WHEREAS, Section 418.108 of the Texas Government Code provides that the presiding officer of the governing body of a political subdivision may declare a state of local disaster; and

WHEREAS, an order or proclamation declaring, continuing, or terminating a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the county clerk.

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE OF THE COUNTY OF HIDALGO THAT THE LOCAL STATE OF DISASTER FOR THE COUNTY OF HIDALGO IS HEREBY TERMINATED.

This proclamation shall take effect immediately from and after this issuance.

ORDERED this the ___ day of _____. 20 ___.

_____
Ramon Garcia, County Judge

ATTEST:

_____.
ARTURO GUAJARDO, JR.
County Clerk

AI-55127 IT Department 11. A.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

CONSTABLE OFFICES

Authorization and approval to purchase new data cards with service through the County's membership/participation with CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:	Equipment Cost:
16	Data Cards	Office Use	4G Mobile Broadband Unlimited @ $37.99 each per month	$0

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-415-00-200-002-0-531

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

BUDGETARY IMPACT:

Funds available as of 7/1/16.

Attachments

Quote

Requisition

Request Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/28/2016 08:19 AM
Glinda Pacheco	Glinda Pacheco	07/01/2016 10:48 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Griselda Salazar Started On: 06/16/2016 02:27 PM

Final Approval Date: 07/01/2016

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment

Date: June 17, 2016

Customer Name: Hidalgo County

Sales Representative: Carlos Zavala

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-TSO-3415. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

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

QUOTE ID	16617092934
DATE	6/17/2016
TERM	Annual (12 Months)
PAGE	1 of 2

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data		Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access		Included TEXT / PIX / FLIX	Included Data		Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99	16	$37.99		N	Unlimited		$0.00	$607.84	$7,294.08
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	16							$607.84	$7,294.08

MACHINE TO MACHINE	Line Count	Discounted Monthly Access			Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

FEATURES	Line Count	Discounted Monthly Access						Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: $7,294.08

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
Verizon AC791L (PP $24.99+)	16	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	16		$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$607.84	$7,294.08
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		$7,294.08

2Q16 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 16617092934

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-TSO-3415 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 05/20/2016

Requisition

Req # 00301005

PO #

Date: 06/21/16

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: GRISELDA
956-292-1070

Contract No: DIR-TSO-3415

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TSO-3415		
		DO NOT DUPLICATE ORDER		
6.00	MONTH	Open PO for 4G Mobile Broadband Unlimited @ $37.99/ea for 16 data cards for the following: Const.Pct.1 - 7 new Const.Pct.2 - 2 new Const.Pct.4 - 7 new $37.99 X 16 = 607.84/mo	607.84	3,647.04
		Account No	Encumbrance	
			Freight	.00
			Total	3,647.04
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# N/a Signature: N/a

Department: Const 1-4 Dept#: _____

Quantity: 16

Service: $601.84/mo (x) 6 months = 3647.04 Account: 60-1242-412-00-000-001-0-532

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

Requisition Total: $3,647.04 **Requisition Number:** 301005

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Renan Ramirez	6/23/16

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl @ $37.99 ea/mo.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-55212 Urban County 12. A.

CC - REGULAR

Meeting Date: 07/06/2016

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 Edcouch is requesting approval and award of best and final negotiated contract with LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services in the amount of $21,800.00 utilizing CDBG FY 28 (2015) Parks, Recreational Facilities Improvement funds.

BACKGROUND

LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services submitted a best and final offer for professional engineering services for the City of Edcouch Bell Park. LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services was the highest ranked firm by County Commissioners' Court. See attached Best and Final Offer Letter, scope of services, professional service agreement, HB 1295 form and insurance.

Contract Amount: **$ 21,800.00**
Funds Available: $118,825.18 YR 28 (2015) Parks, Recreational Facilities

Engineering cost proposal fee break down:	***Fees***
Planning/Engineering	$15,900.00
Geotechnical Engineering (Design Phase)	$2,400.00
Construction Phase Material Testing	$3,500.00
Total:	**$21,800.00**

Construction funds are available under FY's 28 & 29 (2015 & 2016)

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2016 04:40 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Olga Lerma Started On: 06/28/2016 10:11 AM

Final Approval Date: 07/01/2016

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the 6th **day of July, 2016** by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** ("County") and **LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services** of Harlingen, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"Engineering Services"** for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services;

WHEREAS, Urban County Program has selected the "Engineer" from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ) to provide the Services for the **City of Edcouch - Parks, Recreational Facilities Project.**

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in **Exhibit "A"** attached hereto and entitled "Services to be performed by County." Engineer

agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **July 12, 2016,** and will expire **July 12, 2017** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the 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 Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County 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:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and

goals, or preclude the timely completion and submittal of Project deliverables by the 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

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer 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 Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer 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. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The 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 tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Engineer 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, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto,

including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County: Hidalgo County Urban County
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services**
Attn: Daniel Campos, P.E.- Vice President
207 E. Magnolia Ave.
La Feria, Texas 78559

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

25. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

26. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

31. 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.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ENGINEER:
LAZCAMREA, LLC d/b/a:
Fulcrum Consulting Services

By: _____

Printed Name Dan Campos, _____

Title: P.E., Vice President _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: July 6, 2016.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

FULCRUM
CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS

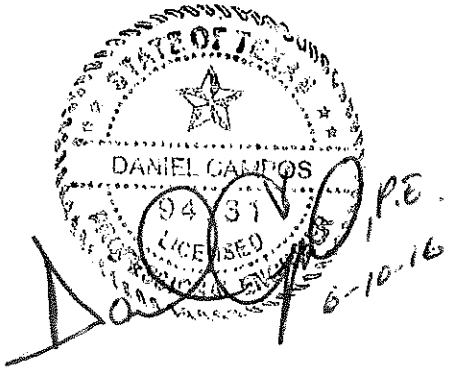
City of Edcouch
2015 Park Recreational Facility Improvement Project
Scope of Services

The scope involves replacement of deteriorated park equipment caused by weathering and aging and improvements to Bell City Park located along Industrial Street between Crenshaw Street and Adkins Avenue. Bell City Park improvements consist of adding restroom facilities, parking lot expansion and overlay of the existing parking as well parking lot stripping. Approximately 500 ft. of 5 ft. wide concrete sidewalk and approximately 1,142 ft. of 6 ft. wide walking asphalt trail is being planned including sand volley ball court and rehabilitation of the existing basketball court.

Fulcrum Consulting Services scope of work will include the following engineering, planning and design work:

- Design of the restroom facilities
- Engineer the extension of water and sewer service to the restroom facility
- Design of the parking lot expansion and overlay of existing parking lot which will include geotechnical services needed for subgrade prep work
- Design of the sidewalk walking path, volley ball court and asphalt walking trail
- Planning for the rehabilitation of the existing basketball court.

In addition to design phase services, Fulcrum Consulting Services scope of work will also include material testing during construction. Our office proposes to convey these improvements to Bell City Park into a set of contract documents, construction plans and specifications.



Office: (956) 797-3411 P.O. Box 530540 Harlingen, Texas 78553 Fax: (956) 797-3400

EXHIBIT C

-Engineer Contract Rates

CITY OF EDCOUCH

Project Name: 2015 Park Recreational Facility Improvement Project

Planning & Engineering	Principal	Project Engineer	Design Engineer	Engineering Technician	CAD Tech.	CAD Tech.	Admin. Assist.
101 - Project Adminstration	10	3	4	1	2	0	2
101- Field Work & Design Critieria	5	9	9	9	11	13	5
101 - Final Design	10	9	10	10	10	13	5
101 - Construction	0	6	0	4	0	4	10
TOTAL HOURS	25	27	23	24	23	30	22
BILLING RATE	$150.00	$140.00	$110.00	$65.00	$60.00	$60.00	$50.00
SUBTOTAL - LABOR COST	$3,750.00	$3,780.00	$2,530.00	$1,560.00	$1,380.00	$1,800.00	$1,100.00
TOTAL ENGINEERING							$15,900.00

Geotechnical Engineering (Design Phase)	Principal	Drilling Sub.	Project Engineer	Technician	Admin. Assist.
101 - Project Adminstration	0	0	0	0	2
101- Field Work & Design Critieria	0	4	0	22	0
101 - Final Design	2	0	8	0	0
101 - Construction	0	0	0	0	0
TOTAL HOURS	2	4	8	22	2
BILLING RATE	$135.00	$110.00	$95.00	$40.00	$25.00
SUBTOTAL - LABOR COST	$270.00	$440.00	$760.00	$880.00	$50.00
TOTAL ENGINEERING					$2,400.00

Construction Phase Material Testing	Principal	Project Engineer	Technician	Admin. Assist.
101 - Project Adminstration	0	0	0	3
101- Field Work & Design Critieria	6	6	0	0
101 - Final Design	0	0	0	0
101 - Construction	3	6	26	0
TOTAL HOURS	9	12	26	3
BILLING RATE	$135.00	$95.00	$40.00	$35.00
SUBTOTAL - LABOR COST	$1,215.00	$1,140.00	$1,040.00	$105.00
TOTAL ENGINEERING				$3,500.00

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Construction
Material Testing Engineer Services

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services** professional engineers of **La Feria,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide **Engineering Services**.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. ____ .**

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201__.

THE ENGINEER:
LAZCAMREA, LLC d/b/a:
Fulcrum Consulting Services

_____
By: Dan Campos, P.E. - Vice President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL
"CONSTRUCTION MATERIAL TESTING SERVICES"

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services** Professional Engineers of, **La Feria,** Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **7th** day of **June 2016** concerning Engineering for **Engineering Services** hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
LAZCAMREA, LLC d/b/a:
Fulcrum Consulting Services

_____
By: Dan Campos, P.E. – Vice President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2016

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 have ADDITIONAL INSURED provisions or 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: JOHN FTACEK / IDA SALINAS	
State Farm	JOHN FTACEK 101 S MAIN ST LA FERIA, TX 78559	PHONE (A/C, No, Ext): 956-797-2881	FAX (A/C, No): 956-797-1803
		E-MAIL ADDRESS: ida.l.salinas.lvaz@statefarm.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
LAZ CAMREA, LLC DBA: FULCRUM CONSULTING SERVICES 207 EAST MAGNOLIA AVE LA FERIA, TX 78559	INSURER A: STATE FARM LLOYDS INSURANCE COMPANY	
	INSURER B: STATE FARM MUTUAL INSURANCE COMPANY	
	INSURER C: TEXAS MUTUAL INSURANCE COMPANY	
	INSURER D: STATE FARM FIRE AND CASUALTY COMPANY	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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:			90-B4-W575-5	08/02/2015	08/02/2016	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 $ $ 5,000 $ $ 200,000 $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			200 3651-F27-53B 200-3655-F27-53E 216-8523-C04-53A	12/27/2015 03/04/2016 12/27/2015	12/27/2016 09/04/2016 06/27/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBPP0001240295 20120713	08/21/2015	08/21/2016	☐ 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
D	ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INS CO			PS0000004408901	08/30/2015	08/30/2016	1,000,000- LIMIT OF LIAB EACH CLAIM 1,000,000	

ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ERTIFICATE HOLDER

URBAN COUNTY PROGRAM
427 E DURANTE STE 107
ALAMO, TEXAS 78516

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

John Ftacek

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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:
2016-35113

Date Filed:
04/05/2016

Date Acknowledged:
04/06/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fulcrum Consulting Services
Harlingen, 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.

Urban County Program

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.

5015-20-0306-5000-2000
Engineering Services — City of Edcouch - Park, Rec. Facility

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
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Harlingen, TX United States

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Urban County Program

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.**
5015-20-0306-5000-2000
Engineering Services — City of Edcouch - Park, Rec. Facility

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.

NOTARY PUBLIC STATE OF TEXAS
LESLIE ANN SALINAS
Notary ID # 128829419
My Commission Expires
February 18, 2020

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Daniel Campos, this the 5th day of April, 20 16, to certify which, witness my hand and seal of office.

Yesvia A. Salinas — Signature of officer administering oath
Leslie Ann Salinas — Printed name of officer administering oath
Notary of Texas — Title of officer administering oath

AI-55119 Urban County 12. B.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Olga Lerma, URBAN COUNTY Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of a budget and program amendment for the City of Weslaco FY's 25, 26 & 27 (2012, 2013 & 2014) work plans. The amendment will delete and decrease the Public Service (General) Library activities, increase the Water/Sewer Improvements activities and add a new scope of work: the replacement and installation of water lines and related street resurfacing improvements at several alleys and streets (Texas Blvd/Kansas Avenue, Kansas Avenue/Illinois Avenue, Iowa/Michigan Avenue, Iowa/Oregon Avenue).

BACKGROUND

A Public Hearing was held on April 5, 2016 at 6:00 P.M. and citizen participation requirements have been met. The City of Weslaco approved the budget and program amendment on June 7, 2016, for its FY's 25, 26 & 27 (2012, 2013 & 2014):

FY 25 (2012)

The proposed amendment will **delete** the Public Service (General) Library activity by $31,367.30, **increase** the Water/Sewer Improvements in the amount of $31,367.30 and **add** the following scope of work: the replacement and installation of water lines and related street resurfacing improvements at several alleys and streets (Texas Blvd/Kansas Avenue, Kansas Avenue/Illinois Avenue, Iowa/Michigan Avenue, Iowa/Oregon Avenue) including but not limited to adjacent/abutting alleys within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing fees, etc.

FY 26 (2013)

The proposed amendment will **decrease** the Public Service (General) Library activity by $10,333.00, **increase** the Water/Sewer Improvements in the amount of $10,333.00 and **add** the following scope of work: the replacement and installation of water lines and related street resurfacing improvements at several alleys and streets (Texas Blvd/Kansas Avenue, Kansas Avenue/Illinois Avenue, Iowa/Michigan Avenue, Iowa/Oregon Avenue) including but not limited to adjacent/abutting alleys within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing fees, etc.

FY 27 (2014)

The proposed amendment will **add** the following scope of work: the replacement and installation of water lines and related street resurfacing improvements at several alleys and streets (Texas Blvd/Kansas Avenue, Kansas Avenue/Illinois Avenue, Iowa/Michigan Avenue, Iowa/Oregon

Avenue) including but not limited to adjacent/abutting alleys within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing fees, etc. The proposed amendment will not affect the original budget.

Fiscal Impact

Attachments

City of Weslaco work plans FY's 25, 26 & 27 (2012, 2013 & 2014)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/16/2016 02:30 PM
Final Approval	Monica Badillo	06/16/2016 05:37 PM
Budget & Management	Veronica Ortiz	06/17/2016 04:08 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Olga Lerma Started On: 06/16/2016 11:15 AM

Final Approval Date: 07/01/2016

PUBLIC HEARING NOTICE
CITY OF WESLACO
URBAN COUNTY PROGRAM

Publication Date: Thursday, March 3, 2016

BUDGET AND PROGRAM AMENDMENT

In compliance with the Community Development Block Grant (CDBG) requirements, the City of Weslaco will conduct a Public Hearing to solicit input from interested parties on the City's proposed Budget and Program Amendment to its Urban County Program funding Years 25, 26 & 27 (2012, 2013 & 2014) utilizing its original work plans.

The Public Hearing will be held on Tuesday, April 5, 2016 at 6:00 p.m. at the City of Weslaco Legislative Chamber located at 255 S. Kansas Ave., Weslaco, TX 78596.

The following is the proposed Budget and Program Amendment for your consideration:

Existing Budget	Urban County Year 25 (2012)	Proposed Budget
$31,367.30	Public Service (General) library (-$31,367.30)	$ 0.00
$250,938.84	Water/Sewer Improvements (+$31,367.30)	$282,306.14
$282,306.14	**TOTAL**	**$282,306.14**

The proposed amendment will **delete** the Public Service (General) Library activity by $31,367.30, **increase** the Water/Sewer Improvements in the amount of $31,367.30 and **add** the following scope of work: Project consists of funding for the replacement and installation of water lines and related street resurfacing improvements at several alleys and streets (Texas Blvd/Kansas Avenue, Kansas Avenue/Illinois Avenue, Iowa/Michigan Avenue, Iowa/Oregon Avenue) including but not limited to adjacent/abutting alleys within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing fees, etc.

Existing Budget	Urban County Year 26 (2013)	Proposed Budget
$15,000.00	Public Service (General) library (-$10,333.00)	$ 4,667.00
$286,557.60	Water/Sewer Improvements (+$10,333.00)	$296,890.60
$301,557.60	**TOTAL**	**$301,557.60**

The proposed amendment will **decrease** the Public Service (General) Library activity by $10,333.00, **increase** the Water/Sewer Improvements in the amount of $10,333.00 and **add** the following scope of work: Project consists of funding for the replacement and installation of water lines and related street resurfacing improvements at several alleys and streets (Texas Blvd/Kansas Avenue, Kansas Avenue/Illinois Avenue, Iowa/Michigan Avenue, Iowa/Oregon Avenue) including but not limited to adjacent/abutting alleys within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing fees, etc.

Existing Budget	Urban County Year 27 (2014)	Proposed Budget
$253,218.00	Water/Sewer Improvements	$253,218.00

The proposed amendment will **add** the following scope of work: Project consists of funding for the replacement and installation of water lines and related street resurfacing improvements at several alleys and streets (Texas Blvd/Kansas Avenue, Kansas Avenue/Illinois Avenue, Iowa/Michigan Avenue, Iowa/Oregon Avenue) including but not limited to adjacent/abutting alleys within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing fees, etc. The proposed amendment will not affect the original budget.

Accommodations for individuals with handicaps shall be provided upon request.

For more information, please come by the office or call (956) 968-3181. Written comments may be forwarded to:

Mayor David Suarez
City of Weslaco
255 S. Kansas Ave., Weslaco, TX 78596

AVISO DE AUDIENCIA PÚBLICA
CIUDAD DE WESLACO
PROGRAMA URBANO DEL CONDADO DE HIDALGO

Fecha de publicación: jueves 3 de marzo del 2016

PRESUPUESTO Y ENMIENDA DEL PROGRAMA

En conformidad con los requisitos del Programa de Desarrollo Comunitario Concesión de Bloque (CDBG), la Ciudad de Weslaco llevará a cabo una audiencia pública para solicitar la opinión de aquellos interesados en la propuesta y enmienda de la ciudad del programa Urbano del Condado de Hidalgo de años de financiamiento 25, 26 y 27 (2012, 2013 y 2014).

La audiencia pública se llevará a cabo el Martes, 5 de abril del 2014 a las 6:00 P.M. en la siguiente ubicación: Municipalidad de la ciudad de Weslaco, Cámara de Legislatura 255 S. Kansas, Weslaco, TX 78596.

La siguiente es la propuesta de presupuesto y la enmienda del Programa para su consideración:

Presupuesto Existente	**Condado Urbano Año 25 (2012)**	**Propuesta de Presupuesto**
$31,367.30	servicio público (general) biblioteca (-$31,367.30)	$ 0.00
$250,938.84	mejoras de agua / alcantarillado (+$31,367.30)	$282,306.14
$282,306.14	**TOTAL**	**$282,306.14**

La enmienda propuesta eliminará la actividad de Servicio Público (general) de biblioteca por $ 31,367.30, aumentara la actividad de mejoras de agua / alcantarillado en la cantidad de $ 31,367.30 y agregara el siguiente ámbito de trabajo: Proyecto consiste en la financiación para la sustitución y instalacion de tuberías de agua y relacionadas con mejoras de repavimentación de calles en varios callejones y calles de (Texas Blvd / Kansas Avenue, Kansas Avenue / Illinois Avenue, avenida de Iowa / Michigan, Iowa / Avenida de Oregon), incluyendo pero no limitado a, adyacente / colindante callejones de la misma vecindad general, anexidades relacionados, servicios profesionales de ingeniería, geotécnica y honorarios de la prueba de materiales, etc.

Presupuesto Existente	**Condado Urbano Año 26 (2013)**	**Propuesta de Presupuesto**
$15,000.00	servicio público (general) biblioteca (-$10,333.00)	$ 4,667.00
$286,557.60	mejoras de agua / alcantarillado (+$10,333.00)	$296,890.60
$301,557.60	**TOTAL**	**$301,557.60**

La enmienda propuesta eliminará la actividad de Servicio Público (general) de biblioteca por $10,333.00, aumentara la actividad de mejoras de agua / alcantarillado en la cantidad de $10,333.00 y agregara el siguiente ámbito de trabajo: Proyecto consiste en la financiación para la sustitución y instalacion de tuberías de agua y relacionadas con mejoras de repavimentación de calles en varios callejones y calles de (Texas Blvd / Kansas Avenue, Kansas Avenue / Illinois Avenue, avenida de Iowa / Michigan, Iowa / Avenida de Oregon), incluyendo pero no limitado a, adyacente / colindante callejones de la misma vecindad general, anexidades relacionados, servicios profesionales de ingeniería, geotécnica y honorarios de la prueba de materiales, etc.

Presupuesto Existente	**Condado Urbano Año 27 (2014)**	**Propuesta de Presupuesto**
$253,218.00	mejoras de agua / alcantarillado	$253,218.00

La enmienda propuesta agregara el siguiente ámbito de trabajo: Proyecto consiste en la financiación para la sustitución y instalacion de tuberías de agua y relacionadas con mejoras de repavimentación de calles en varios callejones y calles de (Texas Blvd / Kansas Avenue, Kansas Avenue / Illinois Avenue, avenida de Iowa / Michigan, Iowa / Avenida de Oregon), incluyendo pero no limitado a, adyacente / colindante callejones de la misma vecindad general, anexidades relacionados, servicios profesionales de ingeniería, geotécnica y honorarios de la prueba de materiales, etc. La enmienda propuesta no afectará el presupuesto original.

Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Para obtener más información, por favor venga a la oficina o llame al (956) 968-3181. Los comentarios escritos pueden enviarse a:

El Alcalde David Suarez
de la Ciudad de Weslaco
255 S. Kansas Ave., Weslaco, TX 78596

A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, APRIL 5, 2016

On this 5th day of April 2016 at 5:35p.m., the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

Mayor	David Suarez
Mayor Pro-Tem	Olga Noriega
Commissioner	Greg Kerr
Commissioner	Gerardo "Jerry" Tafolla
Commissioner	Letty Lopez
Commissioner	Leo Muñoz
Commissioner	Fidel Peña III
City Manager	Mike R. Perez
City Secretary	Elizabeth M. Walker
City Attorney	Juan E. Gonzalez

Also present: Jose Pena, IT Director; Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; Pete Garcia, Public Works Director; Mike Swinnea, Fire Department; Chief Stephen Mayer, Police Department; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; Arnold Becho, Library Director; David Arce, Parks and Recreation Director; Rosa Huerta, Municipal Court Administrator; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.
Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, April 1, 2016.

B. Invocation.
Reverend Howard Bloomquist, Chaplain to the Police Department, led the invocation.

C. Pledge of Allegiance.
Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition
Mayor Suarez proclaimed the week of April 10-16, 2016 as "Public Safety Telecommunicators" and "Volunteer South Texas Week 2016" and proclaimed the month of April as "National Autism Awareness Month."

E. Roll Call.

Ms. Elizabeth Walker, City Secretary, called the roll, noting perfect attendance.

II. PUBLIC COMMENTS

Mr. Kevin C. Fletcher commented on the difficulty in accessing information from the Police Department.

There were no other comments.

Mayor Suarez changed the order of the day to proceed immediately to item IV. Consent Agenda in order to comply with Urban County rules on the public hearing to be held no sooner than 6:00 p.m.

IV. CONSENT AGENDA

The following items are of a routine or administrative nature. The City Commission has been furnished with background and support material on each item, and/or it had been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote. Possible action.

A. Approval of the Minutes of the Regular Meeting on March 15, 2016. (Staffed by City Secretary's Office.) Attachment.

B. Approval of the renewal of the Interlocal Cooperation Agreement with the County of Hidalgo for participation within the Hidalgo County Library System (HCLS) and authorize the Mayor to execute any related documents. (Staffed by the Library.) Attachment.

C. Approval of the renewal of the Memorandum of Understanding with the McAllen Vet Center #715 for use of space at the Weslaco Public Library to provide counseling services and authorize the Mayor to execute any related documents. (Staffed by the Library.) Attachment.

Commissioner Kerr, seconded by Commissioner Tafolla, moved to approve consent agenda items IV. A, B, and C as presented. The motion carried unanimously; Mayor Suarez was present and voting.

V. APPOINTMENTS

A Discussion and consideration to remove one member and approve Resolution 2016-27 appointing a member to that unexpired term to the Board of Adjustment and Appeals Zoning Ordinance. Possible action. (There was no action on this resolution March 15, 2016; Staffed by Planning and Code Enforcement Department.) Attachment.

Mayor Pro-Tem Noriega, seconded by Commissioner Peña, moved to remove Margarita Reyna and approve Resolution 2016-27 appointing Frank Castellanos to an

unexpired term to the Board of Adjustment and Appeals Zoning Ordinance. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the Resolution reads as follows:

RESOLUTION 2017-27

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE BOARD OF ADJUSTMENTS & APPEALS-ZONING ORDINANCE.

WHEREAS, the City of Weslaco created and established the Board of Adjustments & Appeals-Zoning Ordinance.

WHEREAS, the term of the members of this board are for two years; and

WHEREAS, the Board of Adjustments & Appeals-Zoning Ordinance members shall serve with neither compensation nor term limits; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Francisco Castellanos is appointed to serve an unexpired term on the Board of Adjustments & Appeals-Zoning Ordinance and the term will expire on the 6th day of November, 2017.

PASSED AND APPROVED on this 5th day of April, 2016.

CITY OF WESLACO
/s/ David Suarez, **MAYOR**

ATTEST:
/s/ Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:
/s/ Juan E. Gonzalez, **CITY ATTORNEY**

VI. OLD BUSINESS

A. Discussion and reconsideration to approve on Final Reading Ordinance 2016-08, amending the Code of Ordinances Chapter 142, the "Tow Truck Ordinance." Possible action. (Second and final reading was held March 15, 2016; Staffed by the Police Department.) Attachment.

Commissioner Tafolla, seconded by Commissioner Peña, moved to discuss.

The City Manager stated the tow truck operators submitted a petition at a workshop requesting the following changes to the ordinance: limit of 13 operators on the voluntary rotation list; flat fee of $125.00/tow; clean up fee of $25.00; winch and/or roll over fee of $85; increase response to 20 minutes during normal workweek, Monday - Friday 8 a.m. – 5 p.m.; and wrecking service having interest in other wrecking company limit their rotation to one call per rotation list.

In response to Commissioner Kerr and Mayor Pro-Tem Noriega the allowable charge now for winch and or roll/over is $45; there is no fee for clean up; other cities allow a charge for winch and/or roll over of $125- $250.

Commissioner Tafolla, seconded by Commissioner Muñoz, moved to approve final reading of Ordinance 2016-08 identifying a flat rate towing fee of $150.00 with no additional increments; authorizing a special equipment fee for winch and/or roll over of $45; increasing the allowed response time to 20 minutes during normal workweek, Monday - Friday 8 a.m. – 5 p.m.; and requiring wrecking service having interest in other wrecking company limit their rotation to once call per rotation list. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the ordinance reads as follows:

Ordinance 2016-08

AMENDMENT OF ORDINANCE CHAPTER 142

An amendment of the Weslaco Municode of Ordinance Chapter 142, specifically amending sections 142-10, 142-11, and 142-13 as it pertains to the number of wrecker companies on the rotation list, the location of the wrecker storage compound and office and maximum rates.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO TEXAS, THAT:

Sec. 142-10. Establishing a limit on the number of wrecker companies on wrecker rotation list.

The maximum number of wrecker companies on the rotation list shall not exceed thirteen. The chief of police or his designee shall determine which thirteen (13) wrecker companies will be included on the rotation list using information indicating the location, response time to calls and overall compliance with section 142-11 of this chapter by wrecker company.

(Code 1969, § 29½-10; Ord. No. 2001-02, § 10, 3-6-2001; Ord. No. 2008-34, § I, 10- 21-2008; Ord. No. 2012-14, § I, 6-28-2012)

Sec. 142-11. - Wrecker rotation list; procedures and requirements to be placed on list.

(a) The police department shall maintain a list of wrecker companies on the wrecker rotation list and a wrecker rotation schedule indicating which wrecker company is on call for service at any time.

(b) Wrecker companies that want to be placed on the wrecker rotation list shall provide the following information and documents and comply with the following requirements:

(1) Have been issued a safety and insurance compliance certificate by the city;

(2) Have applied to be on the wrecker rotation list;

(3) Have a minimum of one wrecker with lawful drivers readily available to answer calls from the police department or fire department during such times that the wrecker service is on call for services;

(4) Maintain an office building and storage compound within five (5) miles

(geodesic distance) from any point of the City of Weslaco jurisdictional boundary line and operated on a daily basis (Monday through Friday), with normal working hours from 8:00 a.m. to 5:00 p.m., with an employee physically present at the business during such normal working hours. The office building shall be served by a telephone with a number provided to the police department for calls during normal working hours. If the office is not manned 24 hours per day, seven days per week, the wrecker service shall also provide the police department with a telephone number for calls after normal working hours, weekends and holidays. An answering service or answering device shall not be used;

(5) Storage compounds shall be maintained outside the city limits;

(6) The storage compounds maintained inside the city limits at the time of the passage of the ordinance from which this chapter is derived shall contain sufficient space for storage of at least 20 motor vehicles and fenced with opaque fencing material.

(c) If there are no wreckers available at the wrecker service on call or if the police department cannot immediately make contact with the wrecker service on call, the police department shall proceed through the wrecker rotation list until a wrecker is located that is available and ready to proceed immediately to the scene of the incident requiring a vehicle to be removed.

(d) Wrecker service companies on the wrecker rotation list should be able to respond to calls according to the following schedule:

(1) During the normal workweek, Monday through Friday, 8:00 a.m. to 5:00 p.m.:

a. Within city limits: 20 minutes.

b. Outside city limits: 30 minutes.

(2) After normal working hours, on weekends or holidays:

a. Within city limits: 25 minutes.

b. Outside city limits: 35 minutes.

A wrecker service company failing to respond within five minutes of this schedule shall have its call canceled, and the next wrecker service company on the wrecker rotation list shall be called.

(e) In the event the vehicle to be towed, moved or removed exceeds the capacity of the wreckers operated by the wrecker service company on the wrecker rotation list, or in the event of an emergency wherein life or property is threatened, or in circumstances where the situation requires immediate action to protect life or property, the police department may call any wrecker service with the capability to provide the service needed.

(f) Operators of wreckers shall abide by any orders or instructions given by the police department or fire department dispatchers or the police officers and firefighters in charge at the scene.

(g) Operators of wreckers shall maintain tools and other equipment according to the

specifications established by the chief of police or his designee.

(h) Each wrecker service company on the wrecker rotation list shall keep a record of all calls made in response to requests from the city manager or his/her designee, and such records shall include the following information:

(1) Date and time of call;

(2) Location of vehicle to be towed or removed;

(3) Response time;

(4) Vehicle owner or operator;

(5) Description and disposition of vehicle;

(6) Charges involved;

(7) Status of payment for charges;

Such records shall be available for inspection by the city manager or his/her designee at any reasonable time.

(i) The wrecker rotation schedule maintained by the police department shall list all wrecker services on the list in alphabetical order. Rotation shall be on a per-call basis. The rotation shall be limited to one call per list for any wrecker having interest in another wrecker company;

(j) A waiting list maintained by the police department shall list any wrecker company, in the order received, which satisfies the procedures and requirements at the time when the maximum number of wrecker companies is already on the rotation list.

(k) In addition to the fine authorized, a wrecker service company that violates any of the provisions of this chapter shall be subject to removal from the wrecker rotation list upon a hearing and may be placed on the waiting list according to the time when it evidences compliance.

☐ Sec. 142-13. – Maximum rates.

(a) The maximum rates as identified by Section 142-13 shall be amended as follows:

1. Towing a wrecked, disabled vehicle or illegally parked vehicle: $150.00, flat rate per response with no additional fees allowed for time increments or clean up services.

2. Use of dollies or other specialized equipment, including disconnecting transmission and the use of winches for rollovers or high water retrieval: $45.00.

3. Towing of trucks exceeding one ton:

a. First hour of service (minimum charge): $75.00.

b. Additional time required to remove such vehicles (per working

hour): $75.00.

2. Towing vehicle from outside the city limits: $15.00 plus per mile to and from location of vehicle, $1.50.

3. The cost for the storage of a vehicle shall be no more than $15.00 for the initial 24 hours, and $15.00 for each day thereafter.

4. The total fee charged will be made up of towing, specialized service, and storage fees as enumerated in this section.

5. Where any state law, rule or regulation or local Master Fee Schedule as prescribed by this Code requires a different rate for services rendered by a wrecker service or storage facility or any other type of business entity regulated under this chapter, as provided for in this chapter, then such rate shall be followed without the necessity of further amendment of this chapter.

(Code 1969, § 29½-11; Ord. No. 2001-02, § 11, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012)

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 16th day of February, 2016.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 15th day of March, 2016.

RECONSIDERED, PASSED AND APPROVED on final reading at a regular meeting of the City Commission this 5th day of April, 2016.

CITY OF WESLACO
/s/ David Suarez, **MAYOR**

ATTEST:
/s/ Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:
/s/ Juan E. Gonzalez, **CITY ATTORNEY**

Mayor Suarez changed the order of the day and proceeded to item III.A. Public Hearing.

III. A. PUBLIC HEARING

To solicit input from interested parties on the City's proposed Budget and Program Amendment to its Urban County Program funding Years 25, 26 & 27 (2012, 2013 & 2014) utilizing its original work plans.

Commissioner Peña, seconded by Commissioner Tafolla, moved to open the public hearing for III. A at 6:13 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

Mary Barrera, Finance Director, stated the public hearing was to solicit input for program amendments to the Urban County Program funding year's 25, 26 and 27 (FY 2012, 2013, 2014) work plans. There were no public comments.

Mayor Pro-Tem Noriega, seconded by Commissioner Muñoz, moved to close the public hearing at 6:19. The motion carried unanimously; Mayor Suarez was present and voting.

VI. OLD BUSINESS

B. Discussion and consideration to approve the Contingency Fund Requests (CFR) to the contract with CDM Constructors, Inc. for the Water Treatment Plant Expansion project as follows:

1) CFR #120 – Capping of irrigation line - $7,503.00;
2) CFR #121 – Increase landing/support pad for generator steps - $2,708.00;
3) CFR #124 – Modifications to existing recycle system - $4,910.00;
4) CFR #127 – Drain lift station bypass pass - $9,983.00;

and authorize the Mayor to execute any related documents. Possible action. (This item was tabled at the meeting of February 16, 2016; Staffed by Planning and Code Enforcement Department.) Attachment.

Commissioner Peña, seconded by Commissioner Kerr, moved to remove the item from the table. The motion carried unanimously; Mayor Suarez was present and voting.

Commissioner Peña, seconded by Commissioner Lopez, moved to discuss.

Mardoqueo Hinojosa, City Engineer, recommended payment; City Manager stated the work has been completed and the responses from the engineer of record (Briones) could have been more explanatory. Matt Kaufman, contractor, stated their work performance is based on the scope of work bid on the design phase and they are requesting payment of the work completed.

City Manager recommended to table items VI. B, C, and D, and VII. A until after executive session to confer with City Attorney.

Commissioner Tafolla, seconded by Commissioner Peña moved to table until after executive session. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Suarez changed the order of the day to item VII. B New Business.

VII. NEW BUSINESS

B. Discussion and consideration to approve Ordinance 2016-12 to reduce the size of 25-foot electrical and utility easement along the Westside lot 47 West Gate Crossing Phase I Subdivision, Hidalgo County, Texas, to a 7.5 foot electrical and utility easement and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment.

Good afternoon Monica,

This is what the City Secretary had for me. There were no comments from the public, so they didn't have a sign-in sheet.

Thanks,
Mary



Maria C. Barrera, CPA
City of Weslaco Finance Director
255 S. Kansas Ave.
Weslaco, Texas 78596-6158
P (956)968-3181
F (956)968-6717
mbarrera@weslacotx.gov

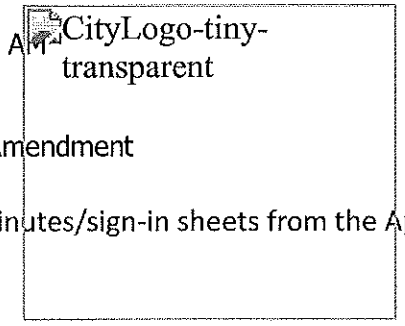
From: Adelaida Vega
Sent: Thursday, May 05, 2016 10:55 AM
To: Maria C. Barrera
Cc: Elizabeth M. Walker
Subject: RE: Budget and Program Amendment

As requested. The item may be found on page 7. No sign in sheets applicable.

Please let us know if anything else may be needed.

Aida Vega
Deputy City Secretary
City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596
Ph: (956) 968-3181
Fax: (956) 968-6717

From: Maria C. Barrera
Sent: Thursday, May 05, 2016 10:20 AM
To: Elizabeth M. Walker
Cc: Adelaida Vega
Subject: FW: Budget and Program Amendment



Urban county is asking me for our minutes/sign-in sheets from the April Public Hearing.



Maria C. Barrera, CPA
City of Weslaco Finance Director
255 S. Kansas Ave.
Weslaco, Texas 78596-6158
P (956)968-3181
F (956)968-6717
mbarrera@weslacotx.gov

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Wednesday, May 04, 2016 4:31 PM
To: Maria C. Barrera
Cc: Antonio Barco; P.R. Avila II; Diana Serna
Subject: Re: Budget and Program Amendment

Good afternoon Ms. Barrera,

Can you please provide me with the information for the budget and program amendment? I need to get this approved through our County Commissioners Court.

Thank you,

Monica Leal

From: "Monica Leal" <monica.leal@co.hidalgo.tx.us>
To: "Maria C. Barrera" <mbarrera@weslacotx.gov>
Cc: "Antonio Barco" <antonio.barco@co.hidalgo.tx.us>, "P.R. Avila II" <patricio.avila@co.hidalgo.tx.us>, "Diana Serna" <diana.serna@co.hidalgo.tx.us>
Sent: Monday, April 18, 2016 4:42:49 PM
Subject: Budget and Program Amendment

Good afternoon Ms. Barrera,

Can you please provide me with the minutes/excerpts and the sign in sheet for the city's budget and program amendment public hearing/approval of amendment held on April 5, 2016? Thank you.

Respectfully,

Monica Leal

Program Coordinator
Urban County Program
427 E. Duranta Ave., Suite 107

City of Weslaco

"The City on the Grow"

David Suarez, Mayor
Olga M. Noriega, Mayor Pro-Tem, District 3
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Gerardo "Jerry" Tafolla, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Fidel L. Peña, III, Commissioner, District 6

Mike R. Perez, City Manager

CERTIFICATE

I, Elizabeth M. Walker, City Secretary of the City of Weslaco, Texas, **DO HEREBY CERTIFY,** that the Weslaco City Commission at their Regular Meeting of June7, 2016 approved the following agenda item(s) under: **VII. NEW BUSINESS**

H. Discussion and consideration after Public Hearing to approve budget and program amendment to Urban County Program funding years 25, 26 and 27 (2012, 2013, and 2014) utilizing its original work plans and authorize the Mayor to execute any related documents.

Such action of the Weslaco City Commission will be recorded in Volume 50 of the Weslaco Minute Book. ***No ordinance is attached to this certificate.***

DATED this 8th day of June 2016.

CITY OF WESLACO

Elizabeth M. Walker
City Secretary

NOTARY

SWORN AND SUBSCRIBED before me, this 8th day of June 2016 and that the above facts are true and correct to the best of her knowledge.

JUANITA M. VALLEJO
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-03-2017

Juanita M. Vallejo, Notary Public
My Commission expires: 4/03/2017

STATE OF TEXAS

Planning Department 13. A.

AI-55169

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Flor Castillo, PLANNING DEPT.
Submitted By: Flor Castillo, PLANNING DEPT.
Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. Del Rey Estates Unit 1 Subdivision - Pct.4 (Kyndel W. Bennett) (Alamo Road & Canton Road)
b. McCain Subdivision - Pct.4 (Rogelio & Sheila McCain) (Cessna Avenue & Trenton Road)
c. Border Town No. 2 Subdivision – Pct. 4 (Border Town Dev.,LLC) (F.M. 2812 & Uresti Road)
d. Terry Palms No. 3 Subdivision – Pct. 4 (Swak Properties, LLC) (Terry Road & Ramseyer Road)
e. Anhelito Ranch Subdivision – Pct. 1 (Javier Martinez) (Mile 2½ East Road & Mile 3 North Road)
f. J & M No. 2 Subdivision – Pct. 4 (Sylvia E. Salazar, Maria San Juana Estevis, Ramiro & Marisela Lozano) (Raul Longoria & Alberta Road)

2. Final Approval
a. Conchas Subdivision – Pct. 3 (Maria Conchas) (Bentsen Palm Drive & Mile 3 North Road)
b. Ellis No. 6 Subdivision – Pct. 3 (Alfredo & Juan Rodriguez) (Mile 4 Road & Davis Lane)
c. Jecca Subdivision – Pct. 3 (Gorgonio Moreno) (Bentsen Palm Drive & Mile 3 North Road)
d. Pueblo De Palmas No. 18 Subdivision – Pct. 4 (J. Gary Frisby) (Cesar Chavez Road & Ramseyer Road)
e. RSBR FM 681 Subdivision – Pct. 3 (Sergio & Rosario Saenz) (Moorefield Road & Mile 9 North Road)

3. Final Approval with Financial Guarantee
a. L & D Rodriguez Subdivision – Pct. 1 (Lorenzo & Diana Rodriguez) (Mile 6 West Road & Mile 10 North Road)

BACKGROUND

Ellis No. 6 Subdivision should be final approval with financial guarantee and developer name to be corrected/read for the record.

Fiscal Impact

Attachments

Del Rey Estates #1

McCain Sub'd.
Border Town No.2
Terry Palms no. 3
Anhelito Ranch
J & M no. 2
Conchas Sub'd.
Ellis no 6
Jecca Sub'd.
Pueblo De Palmas #18
RSBR FM 681
L & D Rodriguez

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/22/2016 02:40 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Flor Castillo Started On: 06/22/2016 01:34 PM
Final Approval Date: 07/01/2016

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: 7-05-2016

PROPOSED **DEL REY ESTATES UNIT 1** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **KK ENGINEERING** DEVELOPER: **KYNDEL W. BENNETT**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **44** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY **10** ☒ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **NORTHWEST CORNER OF ALAMO ROAD & CANTON 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 **5-11-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" B "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY A STORM SEWER PIPE SYSTEM DISCHARGING TO THE DRAIN DITCH ABUTTING NORTH OF DEVELOPMENT. DETENTION WILL BE ACCOMPLISHED BY WIDENING OF THE EXISTING DITCH.**

ROAD R.O.W. DEDICATION: **10.00 FEET ON CANTON ROAD & 20.00 FEET ON ALAMO ROAD (F.M. 907)**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **5-16-2016** By, **JOE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **6-16-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE ANGEL GONZALEZ**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **NORTH SIDE OF CANTON ROAD, EAST SIDE OF ALAMO ROAD (F.M. 907).**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **5-18-2016** : 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: _____, __

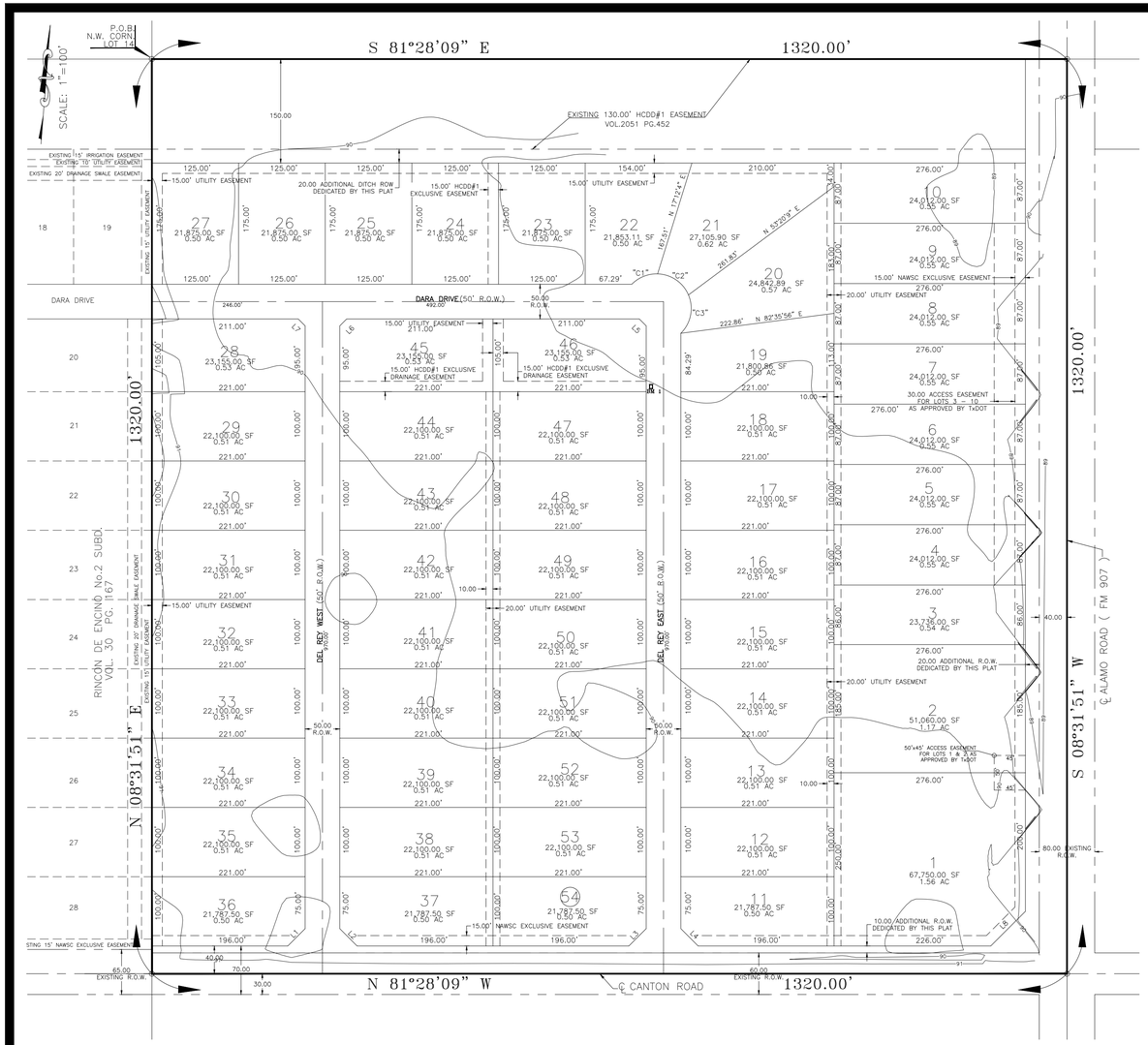
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **EDINBURG.**

☐ **Final Approval** *subject to recommendations other departments*

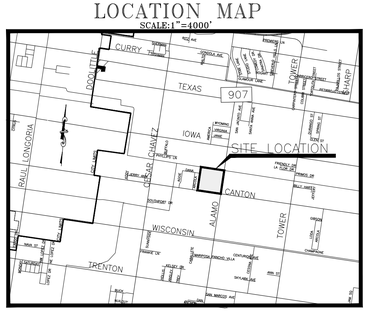
☐ **Final Approval** *with financial guarantee.*

* *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.*



LOCATION MAP

SCALE: 1"=4000'



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	25.37'	50.00	29°09'26"	25.10'
C2	47.15'	50.00	54°01'34"	45.42'
C3	47.15'	50.00	54°01'34"	45.42'

LINE DATA TABLE		
LINE	LENGTH	DELTA
L1	35.36'	N 35°56'56" W
L2	35.36'	N 54°03'04" E
L3	35.36'	N 35°56'56" W
L4	35.36'	N 54°03'04" E
L5	14.14'	N 54°03'04" E
L6	14.14'	N 35°56'56" W
L7	14.14'	N 35°56'56" W
L8	70.71'	N 35°56'56" W

LEGEND
- NAIL SET
- ● 1/2" I.R. FOUND
- ○ 1/2" IRON ROD SET

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

JURISDICTION OF A MUNICIPALITY:
DEL REY ESTATES UNIT 1 LOCATED NORTH WEST CORNER OF ALAMO ROAD AND CANTON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 – 2010 CENCUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF EDINBURG. LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 4.

INDEX TO SHEETS OF DEL REY ESTATES UNIT 1 SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR' S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; H.C.IRRIGATION DISTRICT#2, AND HCHD. REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. WATER DISTRIBUTION AND OSSF MAP; TYPICAL WATER SERVICE CONNECTION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; & CONSTRUCTION DETAILS.

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630-2125 FAX (956) 630-2219

GENERAL SUBDIVISION PLAT NOTES

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 24" ABOVE THE TOP OF THE STREET CURB WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. THIS SUBDIVISION IS LOCATED IN:
ZONE "B" (MEDIUM SHADED) FEMA FIRM COMMUNITY PANEL No. 480334 0425 C REVISED NOVEMBER 16, 1982.

AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

3. SETBACKS:

FRONT:	25.00 FEET
FRONT ALAMO RD.	60.00 FEET
FRONT CANTON RD.	40.00 FEET FOR LOT 1 ONLY
REAR:	15.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE:	15.00 FEET
CORNER SIDE ALAMO RD:	20.00 FEET
GARAGE FRONT:	18.00 FEE
SIDE:	6.00 FEET OR EASEMENT WHICHEVER IS GREATER

4. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

ONLY LOTS 11, 36, 37, AND 54 MAY BE ALLOWED FOR POSSIBLE COMMERCIAL USE. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 12 THROUGH 35 AND LOTS 38 THROUGH 53.

5. LOTS 1 THROUGH 10 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 1 THROUGH 10 ARE FOR NON RESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATION FOR CONSTRUCTION IS REQUIRED BY PLANNING, HEALTH, AND FIRE MARSHALL DEPARTMENTS PRIOR TO OCCUPYING THE LOT.

6. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM ALAMO ROAD (FM 907) ON TO LOTS 1 THROUGH 10. A 40 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTUCTED BY DEVELOPER BETWEEN LOTS 1 & 2 AND ON THE SOUTH SIDE OF LOT 6. A 30 FOOT INGRESS AND IGRESS EASEMENT WILL BE DEDICATED BY THIS PLAT TO PROVIDE INGRESS AND IGRESS FOR LOTS 1 & 2 AND LOTS 3 THROUGH 10. THE 30 FOOT ACCESS EASEMENT SHALL BE MAINTAINED BY OWNERS OF LOTS 1 & 2 AND LOTS 3 THROUGH 10.

7. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

8. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

-->B.M. NO. 1<-ELEV. 89.60 ON TOP OF A STORM DRAINAGE TYPE "A" INLET BETWEEN LOTS 47 (NAVD 1988)

9. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 50,207.00 CUBIC-FEET (1.50 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.)

10. 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.

11. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

12 ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE. (EXCEPT COMMERCIAL ONLY LOTS 1 THROUGH 10)

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

14. KYNDEL W. BENNETT , THE OWNER & SUBDIVIDER OF DEL REY ESTATES UNIT 1 SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

15. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

16. NO ACCESS SHALL BE ALLOWED FROM CANTON ROAD ONTO LOTS 11, 36, 37 & 54. UNLESS THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE SUBJECT TO THE HIDALGO COUNTY PLANNING DEPARTMENT SITE PLAN REVIEW AS PER PLAT NOTE No.11. THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS.

17. STREET & STOP SIGNS WILL BE INSTALLED BY THE DEVELOPER.

18. A 4.0 FT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE, AS PER CITY OF EDINBURG, ALONG ALL INTERNAL STREETS.

19. A 5.0 FT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE, AS PER CITY OF EDINBURG, ALONG ALAMO ROAD AND CANTON ROAD.

20. FIRE HYDRANTS WILL BE INSTALLED & PAINTED BLACK BY THE DEVELOPER.

21. STREET LIGHT WILL BE INSTALLED BY THE DEVELOPER.

METES AND BOUNDS

A 40.00 ACRE TRACT OF LAND BEING ALL OF LOT 14, BLOCK 60, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, AS RECORDED IN VOLUME 1, PAGES 24-26, DEED RECORDS, HIDALGO COUNTY, TEXAS AND SAID 40.00 ACRE TRACT IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING ON THE NORTHWEST CORNER OF SAID LOT, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE S 81°28'09" E, WITH THE NORTH LINE OF SAID LOT 14, AT A DISTANCE OF 1280.00' PASS A 1/2" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET ON THE WEST RIGHT OF WAY LINE, OF ALAMO ROAD, AS RECORDED IN VOLUME 861, PAGE 478, DEED RECORDS, HIDALGO COUNTY, TEXAS, CONTINUING A TOTAL DISTANCE OF 1320.00' TO THE NORTHEAST CORNER OF SAID LOT 14, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE S 08°31'51" W, WITH THE EAST LINE OF SAID LOT 14 AND WITHIN THE RIGHT OF WAY OF SAID ALAMO ROAD, A DISTANCE OF 1320.00' TO THE SOUTHEAST CORNER OF SAID LOT 14 IN THE INTERSECTION OF RIGHT OF WAY OF SAID ALAMO ROAD AND CANTON ROAD AS RECORDED IN VOLUME 1, PAGE 24, DEED RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE N 81°28'09" W, WITH THE SOUTH LINE OF SAID LOT 14 WITHIN THE RIGHT OF WAY OF SAID CANTON ROAD, A DISTANCE OF 1320.00' TO THE SOUTHWEST CORNER OF SAID LOT 14 AND THE SOUTHWEST CORNER OF RINCON DE ENCINOS SUBDIVISION NO. 2, AS RECORDED IN VOLUME 30, PAGE 167, MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE N 08°31'51" E, WITH THE COMMON LINE OF SAID LOT 14 AND SAID RINCON DE ENCINOS SUBDIVISION NO. 2, AT A DISTANCE OF 30.00' PASS A ½" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET ON THE NORTH RIGHT OF WAY LINE OF SAID CANTON ROAD, CONTINUING A TOTAL DISTANCE OF 1320.00' TO THE POINT OF BEGINNING, CONTAINING 40.00 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20____.

_____
KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA ROAD, TX 78558

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF DEL REY ESTATES UNIT 1 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON,_____ _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS, THE_____DAY OF_____, 201____.

NO IMPROVEMENTS OF ANY KIND(INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT-OF-WAYS OR EASEMENTS.

_____ ATTEST_____
PRESIDENT SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE DEL REY ESTATES UNIT 1 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

REVISION	DATE	BY

SHEET 1 OF 3

PLAT OF DEL REY ESTATES UNIT 1 SUBDIVISION

A 40.00 ACRE TRACT OF LAND BEING ALL OF LOT 14, BLOCK 60, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, AS RECORDED IN VOLUME 1, PAGES 24-26, DEED RECORDS, HIDALGO COUNTY, TEXAS

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: APRIL, 2016

STATE OF TEXAS COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

DEL REY ESTATES UNIT L.P., a
A TEXAS LIMITED PARTNERSHIP
BY: CAYETANO RGV, L.L.C., a
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
OWNER: DATE
DEL REY ESTATES L.P., a
A TEXAS LIMITED PARTNERSHIP
BY: CAYETANO RGV, L.L.C., a
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____20_____.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY HEREIN MY APPROVAL IS REQUIRED.

ATTEST:
_____ _____ _____ _____
MAYOR'S SIGNATURE DATE CITY SECRETARY DATE

PLANNING & ZONING COMMISSION CERTIFICATION

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS DEL REY ESTATES UNIT 1 CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 20___.

_____
CHAIRPERSON—PLANNING & ZONING COMMISSION

HIDALGO COUNTY 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

_____ _____
RAUL SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

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.

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 COST TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES WILL BE CONSTRUCTED.

SEWAGE FACILITIES: (SEWER SERVICE CONNECTION/INSTALLATION OF SEPTIC SYSTEMS) ARE ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF 44 LOTS FOR THIS SUBDIVISION. THE SUBDIVIDER HAS PAID A TOTAL OF $66,000.00 TO CONTRACTOR / ALREADY INSTALLED TO COVER THE COST OF (SEWER SERVICE CONNECTIONS/INSTALLATION OF SEPTIC SYSTEMS).

DATED THIS THE ___ DAY OF _____ 201__.

_____
REGISTERED PROFESSIONAL ENGINEER
No.57767 STATE OF TEXAS

STATE OF TEXAS REGISTERED KAMBIZ S. KHADEMI 57767 PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE AR NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR READS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WHERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

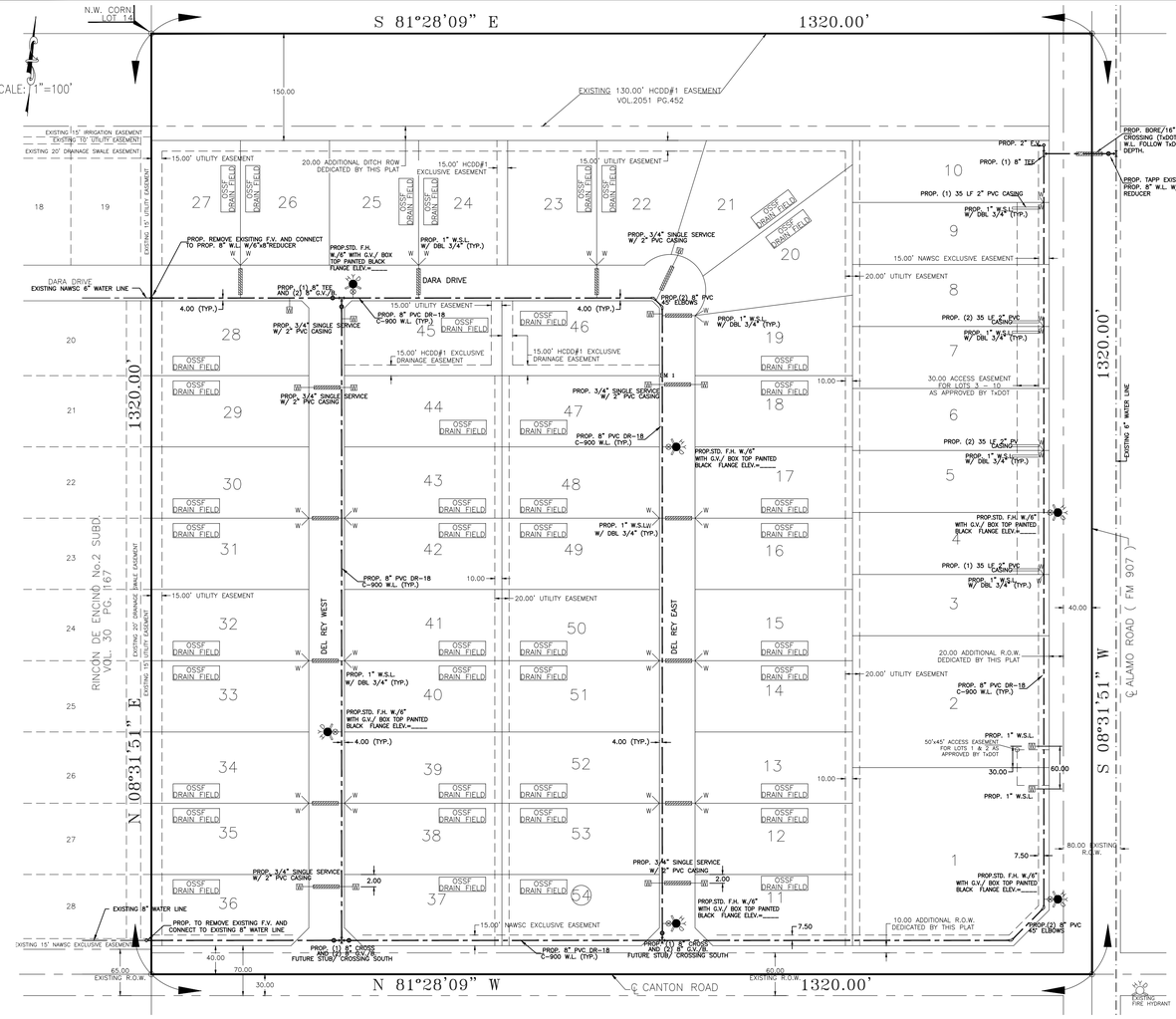
DATED THIS THE _____ DAY OF _____ 201__.

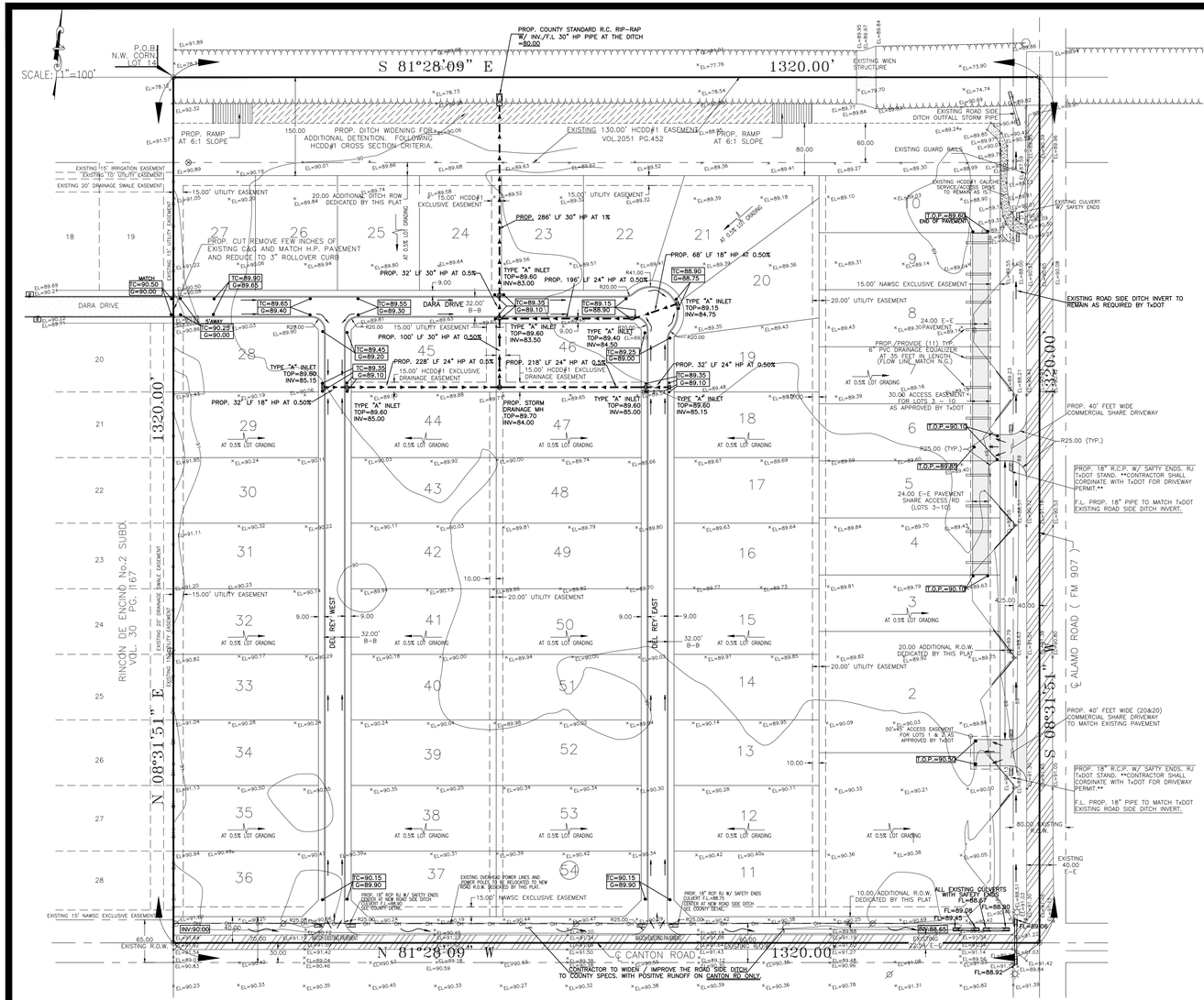
_____
REGISTERED PROFESSIONAL SURVEYOR
NO.5571 STATE OF TEXAS

STATE OF TEXAS REGISTERED JOSE MARIO GONZALEZ 5571 PROFESSIONAL LAND SURVEYOR

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W. BENNETT, BENNETT-FLORES INVESTMENTS, LLC.	P.O. BOX 365	LA BLANCA 78558	(956) 464-4431	(956) 464-2597
ENGINEER:	KAMBIZ S. KHADEMI P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM88	MONTE ALTO 78538	(956) 380-5154	(956) 380-5156


N.W. CORN. LOT 14
S 81°28'09" E
1320.00'
SCALE: 1"=100'
EXISTING 130.00' HCDD#1 EASEMENT VOL.2051 PG.452
EXISTING 15' IRRIGATION EASEMENT
EXISTING 15' UTILITY EASEMENT
EXISTING 20' DRAINAGE SWALE EASEMENT
15.00' UTILITY EASEMENT
20.00 ADDITIONAL DITCH ROW DEDICATED BY THIS PLAT
15.00' HCDD#1 EXCLUSIVE EASEMENT
PROP. REMOVE EXISTING F.V. AND CONNECT TO PROP. 8" W.L. W/ 6"x8"REDUCER
PROP.STD. F.H. W/6" WITH G.V./ BOX TOP PAINTED BLACK FLANGE ELEV.=____
PROP. 1" W.S.L. W/ DBL 3/4" (TYP.)
DARA DRIVE
EXISTING NAWSC 8" WATER LINE
PROP. (1) 8" TEE AND (2) 8" G.V./B.
PROP. 3/4" SINGLE SERVICE W/ 2" PVC CASING
PROP. 8" PVC DR-18 C-900 W.L. (TYP.)
15.00' NAWSC EXCLUSIVE EASEMENT
20.00' UTILITY EASEMENT
30.00 ACCESS EASEMENT FOR LOTS 1 – 10 AS APPROVED BY TxDOT
PROP. (2) 35 LF 2" PVC CASING
PROP. 1" W.S.L. W/ DBL 3/4" (TYP.)
PROP. (1) 35 LF 2" PVC CASING
PROP. 1" W.S.L. W/ DBL 3/4" (TYP.)
PROP. 1" W.S.L.
PROP.STD. F.H. W/6" WITH G.V./ BOX TOP PAINTED BLACK FLANGE ELEV.=____
PROP. 3/4" SINGLE SERVICE W/ 2" PVC CASING
PROP. 1" W.S.L. W/ DBL 3/4" (TYP.)
PROP. 8" PVC DR-18 C-900 W.L. (TYP.)
PROP. 1" W.S.L. W/ DBL 3/4" (TYP.)
PROP. (1) 35 LF 2" PVC CASING
PROP. 1" W.S.L. W/ DBL 3/4" (TYP.)
PROP. 1" W.S.L.
50'x45' ACCESS EASEMENT FOR LOTS 1 & 2 AS APPROVED BY TxDOT
PROP. 1" W.S.L.
PROP. 3/4" SINGLE SERVICE W/ 2" PVC CASING



DRAINAGE REPORT

THE REFERENCED SUBDIVISION IS A 33.25–AC. NET TRACT OF LAND LOCATED ON THE NORTH WEST CORNER OF CANTON AND ALAMO ROADS. THIS AREA IS IN 2 MILE ETJ OF CITY OF EDINBURG.

THE PROPOSED USE IS MOSTLY FOR SINGLE–FAMILY RESIDENTIAL LOTS (44) AND FEW COMMERCIAL LOTS (10). THE NATURAL DRAINAGE IN THE GENERAL AREA IS TO THE NORTH OUT FALLING INTO THE EXISTING HCDD#1 DRAINAGE DITCH. THE EXISTING RUNOFFS FROM THE SITE FOR A 10–YEAR STORM ARE IS 14.03 CUBIC FEET PER SECOND (SEE TABLES I, IA, AND II).

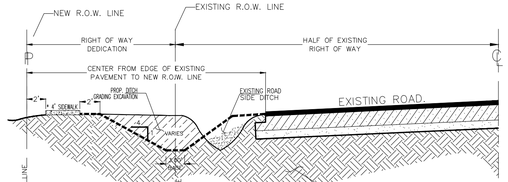
THE PROPOSED DEVELOPMENT (DUE TO LARGE LOTS & SMALL HOMES) WILL VERY SLIGHTLY INCREASE RUNOFF WITHOUT DETENTION TO 17.29 CUBIC FEET PER SECOND BASED ON A 10–YEAR STORM. BASED ON THE COUNTY'S POLICY THAT THERE BE NO ADDITIONAL RUNOFF FROM A 10–YEAR STORM, A 50,207 CUBIC FEET (1.15 ACRE–FEET) OF DETENTION IS REQUIRED, AND THIS SHALL BE ACCOMPLISHED BY HCDD#1'S EXISTING DRAINAGE DITCH WIDENING.

ADDITIONAL DRAINAGE IMPROVEMENTS ARE PROVIDED VIA STREET/GUTTER POSITIVE FLOW WITH CURB INLETS AND 24"/30" DRAINAGE PIPES OUT–FALLING INTO THE EXISTING HCDD#1 DRAINAGE DITCHES.

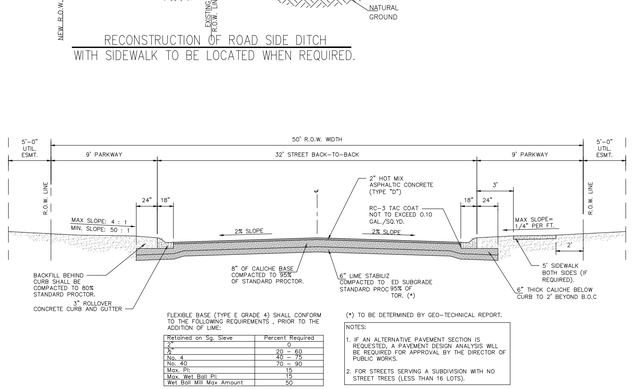
FLOOR ELEV. (SEE PLAT NOTE) WILL BE SET ABOVE THE 100 YR. FLOOD. THIS SUBD. IS IN ZONE "B" C.P.N. 480334 0425 C REVISED NOV. 16, 1982

KAMBIZ S. KHADEMI, P.E. DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER



RECONSTRUCTION OF ROAD SIDE DITCH
WITH SIDEWALK TO BE LOCATED WHEN REQUIRED.



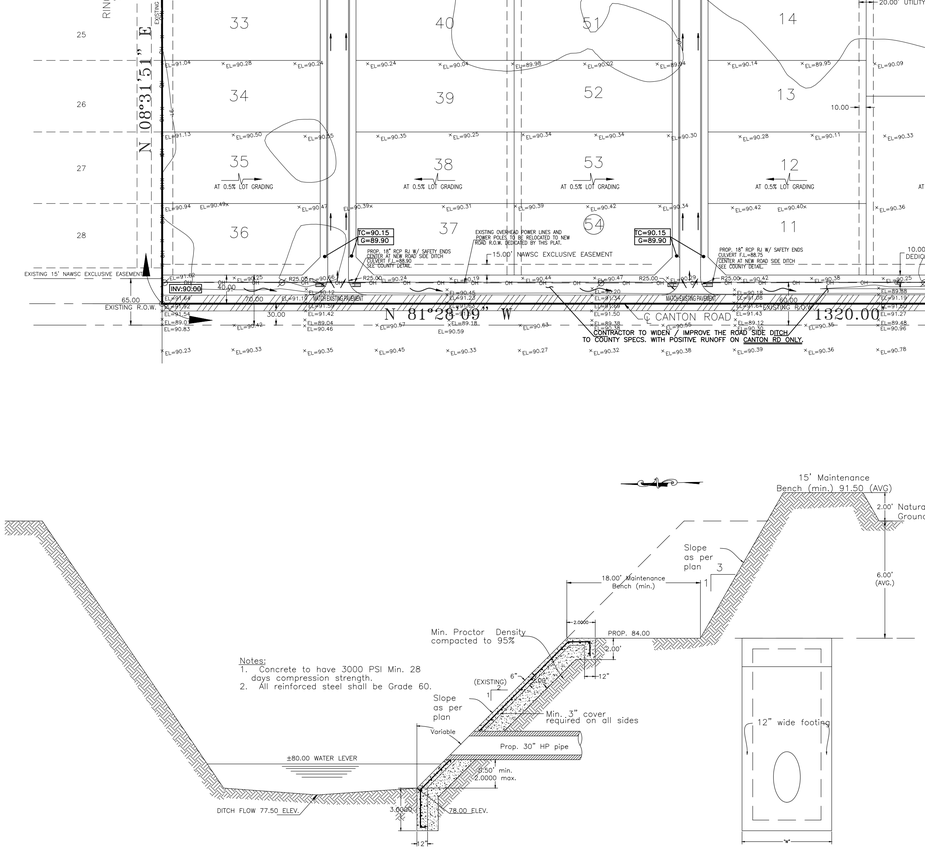
FLEXIBLE BASE (TYPE E GRADE 4) SHALL CONFORM TO THE FOLLOWING REQUIREMENTS , PRIOR TO THE ADDITION OF LIME:

Retained on Sq. Sieve	Percent Required
2"	0
#4	20 – 60
No. 40	40 – 75
No. 200	70 – 90
Max. PI:	15
Max. Wet Ball Pn:	10
Wet Ball Mill Max Amount	50

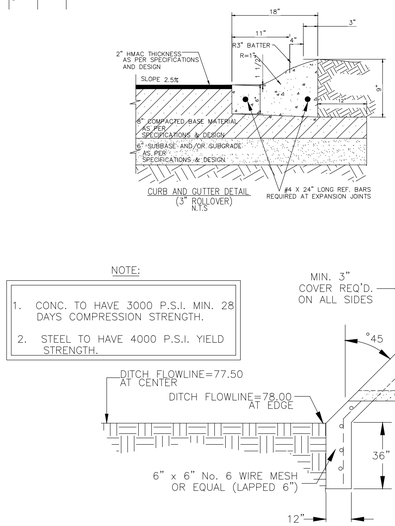
(*) TO BE DETERMINED BY GEO–TECHNICAL REPORT.

NOTES:
1. IF AN ALTERNATIVE PAVEMENT SECTION IS REQUESTED, A PAVEMENT DESIGN ANALYSIS WILL BE REQUIRED FOR APPROVAL BY THE DIRECTOR OF PUBLIC WORKS.
2. FOR STREETS SERVING A SUBDIVISION WITH NO STREET TREES (LESS THAN 16 LOTS).

MINOR RESIDENTIAL STREET SECTION



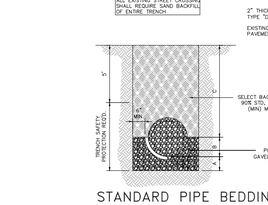
HCDD#1 DITCH SECTION DETAIL.



DEL REY ESTATES RIP–RAP DETAIL

NOTE;
WHEN UTILITY LOCATED WITHIN CITY ROW, ALL BACKFILL IS SUBJECT TO INSPECTION, TESTING AND APPROVAL BY THE CITY ENGINEER'S OFFICE

NOTE;
ALL EXISTING STREET CROSSING SHALL REQUIRE SAND BACKFILL OF ENTIRE TRENCH

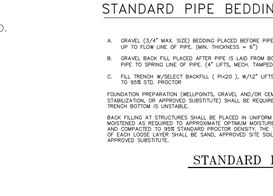


STANDARD PIPE BEDDING

A. GRAVEL (3/4" MAX. SIZE) BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")
B. GRAVEL BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, MECH. TAMPED).
C. FILL TRENCH W/SELECT BACKFILL (Pi<20), W/12" LIFTS COMPACT TO 95% STD. PROCTOR

FOUNDATION PREPARATION (WELLPOINTS, GRAVEL AND/OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY; THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.



STANDARD PIPE BEDDING

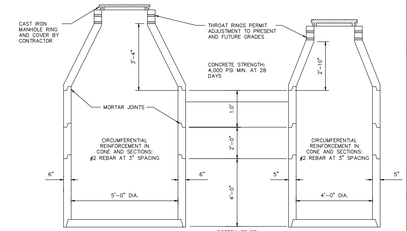
UNDER EXISTING PAVEMENT OR PROP. PAVEMENT

A. GRAVEL (3/4" MAX. SIZE) BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")
B. GRAVEL BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, MECH. TAMPED).
C. FILL TRENCH W/SELECT BACKFILL (Pi<20), W/12" LIFTS COMPACT TO 95% STD. PROCTOR

FOUNDATION PREPARATION (WELLPOINTS, GRAVEL AND/OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY; THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

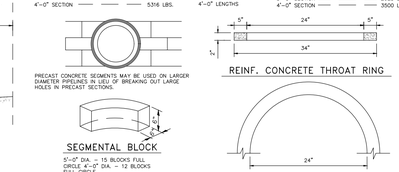
STANDARD PIPE BEDDING DETAILS



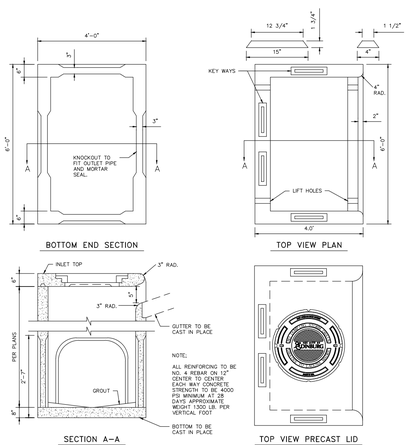
WEIGHTS OF 5'-0" DIA. MANHOLE	
THROAT RING	90 LBS.
CONE SECTION	2800 LBS.
1'-0" SECTION	1329 LBS.
2'-0" SECTION	2658 LBS.
3'-0" SECTION	3987 LBS.
4'-0" SECTION	5316 LBS.

MANHOLES SECTIONS ARE CAST IN
1'-0" LENGTHS
2'-0" LENGTHS
3'-0" LENGTHS
4'-0" LENGTHS

WEIGHTS OF 4'-0" DIA. MANHOLE	
THROAT RING	90 LBS.
CONE SECTION	1750 LBS.
1'-0" SECTION	875 LBS.
2'-0" SECTION	1750 LBS.
3'-0" SECTION	2625 LBS.
4'-0" SECTION	3500 LBS.



PRECAST CONCRETE MANHOLE DETAILS



PRECAST TYPE "A" INLET

K K Engineering Consultant
GENERAL, PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
(956) 630–2125
FAX (956) 630–2219
McALLEN, TEXAS 78502
410 E. DOVE
P.O. BOX 3422

REVISION	DATE	BY

DRAWING DATE: APRIL, 2016
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1" = 100'

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767
APRIL/2016
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

DEL REY ESTATES UNIT 1
HIDALGO COUNTY
ETJ EDINBURG

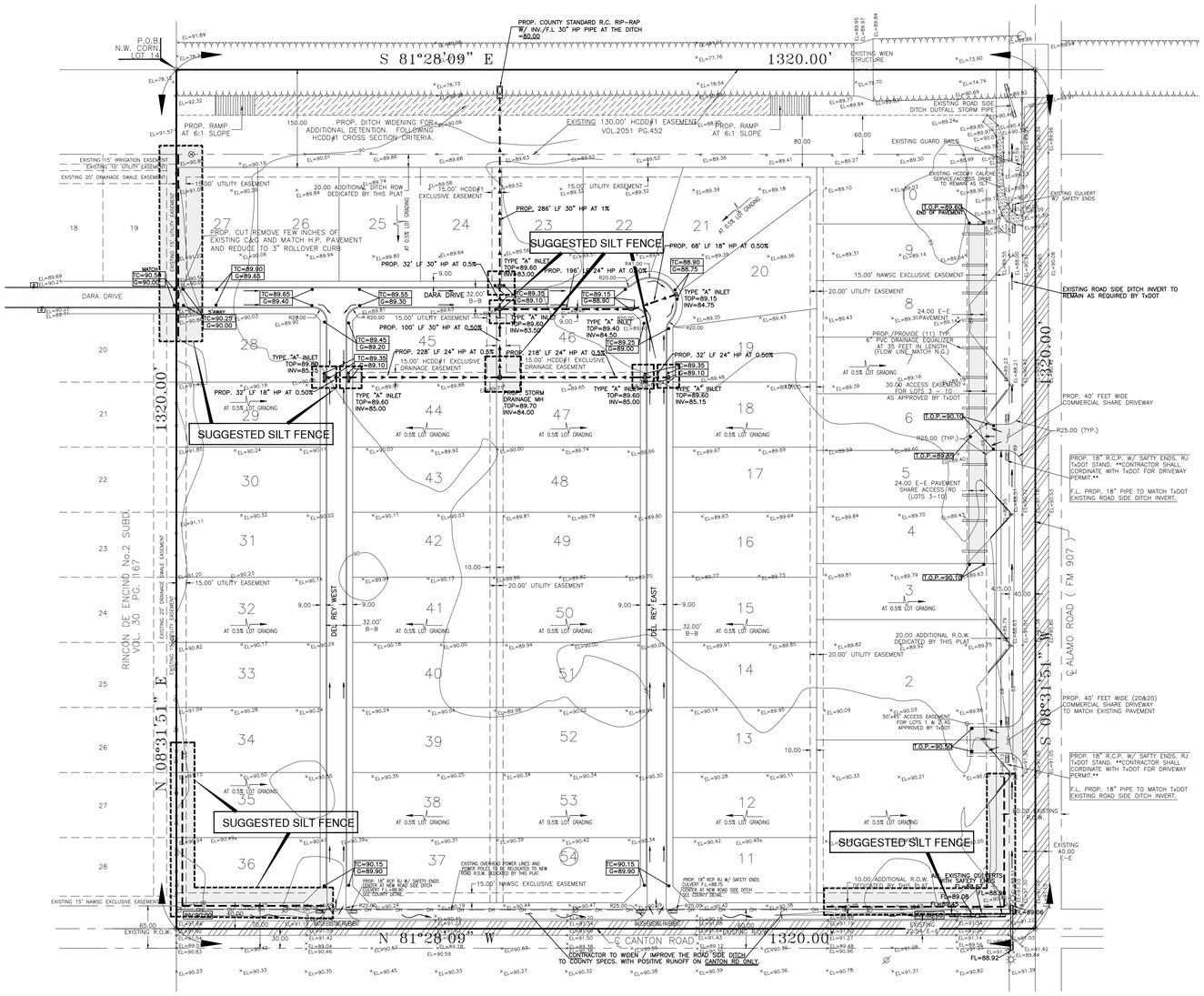
EXISTING TOPO AND PROPOSED PAVING, STORM DRAINAGE AND DETENTION POND

DEL REY ESTATES UNIT 1, L.P.

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File Name: PAVING & DRAINAGE

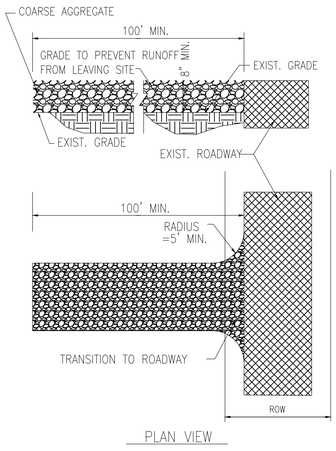
SHEET 3 OF 3



SCALE: 1"=100'

EROSION GENERAL NOTES:

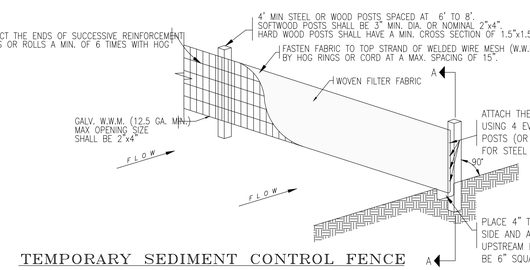
1. IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER OF COMPLIANCE WITH FEDERAL REGULATIONS. THE CONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN AND BE SOLELY RESPONSIBLE FOR ITS IMPLENTATION. THE STORM WATER POLLUTION PREVENTION PLAN SHALL MEET THE REQUIREMENTS SET FORTH BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TPDES)GENERAL PERMIT NO. TXR15000 TO DISCHARGE WASTE FROM CONSTRUCTION SITES ISSUED AND EFFECTIVE MARCH 5, 2003.
2. THE STORM WATER POLLUTION PLAN SHOULD ADDRESS THREE GOALS: A) DIVERSION OF UPSLOPE WATER AROUND DISTURBED AREAS OF THE SITE; B) LIMITS THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND C) REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
3. THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO (EPA).
4. THE CONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EFFECTIVE PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE BY THE OWNER.
5. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
6. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE RETAINED AND MADE PART OF THE PLAN.
7. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN.
8. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR; REGULAR COLLECTION OF WASTE; CONVENIENTLY LOCATED WASTE RECEPTACLES; AND DESIGNATING AND CONTROLLING EQUIPMENT WASHDOWN.
9. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF REQUIREMENTS OF LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
10. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
11. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
12. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHED AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.
13. THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION EXIT AT ALL TRAFFIC EXIT POINTS PRIOR TO EXITING ONTO ANY PAVED ROADWAY.



STABILIZED CONSTRUCTION EXIT
(CONTRACTOR TO CHOOSE LOCATION)

NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIA. CRUSHED ROCK OR ACCEPTABLE CRUSHED CEMENT CONCRETE.
2. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHAL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
3. THE ENTRANCE SHALL BE PROPERLY GRADED OR INCORPORATE DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
4. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PAVEMENT SURFACES, MUST BE REMOVED IMMEDIATELY.



TEMPORARY SEDIMENT CONTROL FENCE

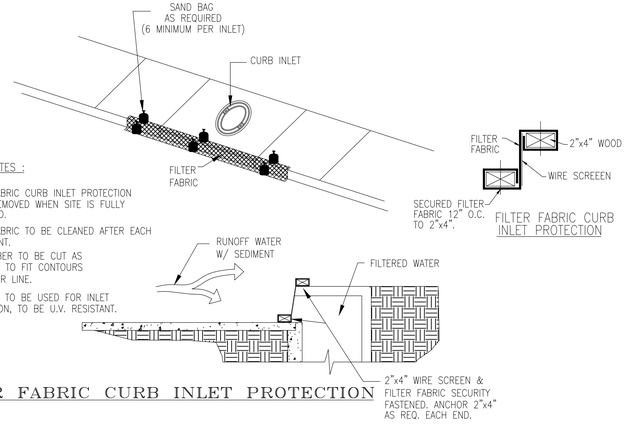
GENERAL NOTES :

1. STEEL POSTS WHICH SUPPORT TH SILT FENCE SHALL BE INSTALLED WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 18".
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE, AS NECESSARY, TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAND IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OF TO BACKING SUPPORT, WITH IS IN TURN ATTACHED TO THE STEEL FENCE POST FABRIC SHALL OVERLAP AT ABUTTING ENDS A MINIMUM OF 3 FEET AND SHALL BE JOINED SUCH THAT NO BYPASS OR LEAKAGE OCCURS.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL, REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISTURBED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A 2-YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED.

SEDIMENT CONTROL FENCE SHOULD BE SIZED TO FILTER A MAX. FLOW THROUGH RATE OF 100 GPM/FT. SEDIMENT CONTROL FENCE IS NOT RECOMMENEDED TO CONTROL EROSION FROM A DRAINAGE AREA LARGER THAN TWO ACRES.



GENERAL NOTES :

1. FILTER FABRIC CURB INLET PROTECTION TO BE REMOVED WHEN SITE IS FULLY STABILIZED.
2. FILTER FABRIC TO BE CLEANED AFTER EACH RAIN EVENT.
3. 2x4 LUMBER TO BE CUT AS REQUIRED TO FIT CONTOURS OF GUTTER LINE.
4. ALL BAGS TO BE USED FOR INLET PROTECTION, TO BE U.V. RESISTANT.

FILTER FABRIC CURB INLET PROTECTION

FILTER FABRIC CURB INLET PROTECTION

BY	DATE	REVISION

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F- 1334)
(956) 630-2125
FAX (956) 630-2219
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502

DRAWING DATE: SEPTEMBER, 2015
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 APRIL/2016

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

DEL REY ESTATES UNIT 1
SUBDIVISION
HIDALGO COUNTY
Pct. 4

SUGGESTED EROSION CONTROL PLAN FOR:
DEL REY ESTATES UNIT 1 SUBDIVISION

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File Name: EROSION CONTROL PLAN

LAST SHEET

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: 7-05-2016

PROPOSED McCAIN SUBDIVISION, PRECINCT No. 4.

ENGINEER: IZAGUIRRE ENGINEERING GROUP DEVELOPER: ROGELIO & SHEILA McCAIN

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 1 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: 330.00 FEET WEST OF CESSNA AVENUE, 700.00 FEET NORTH OF TRENTON ROAD.

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* EDINBURG *and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 5-12-2016 PROPERTY LIES WITHIN FLOOD ZONE: " B " AS PER FEMA.

ROAD R.O.W. DEDICATION: N/A

H.C.R.O.W. PRELIMINARY APPROVAL DATE: 5-31-2016 By, JOE OCHOA, PCT. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: 6-01-2016 By, ELIZARDO "CHARDO" RAMOS Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: ANICETO IZAGUIRRE

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 8" LOCATION: SOUTH SIDE OF SKYLARK AVENUE.

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 6-01-2016 : 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.*

SUBDIVISION PLAT OF
McCAIN SUBDIVISION

A 7.845 ACRE TRACT OF LAND OUT OF THE EAST 10.0 ACRES OF THE WEST 20.0 ACRES OF LOT 16, BLOCK 57, ALAMO LAND & SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS OF HIDALGO COUNTY, TEXAS

METES AND BOUNDS

BEING A 7.845 ACRE TRACT OF LAND OUT OF THE EAST 10.00 ACRES OF THE WEST 20.00 ACRES OF LOT 16, BLOCK 57, ALAMO LAND & SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING MORE PARTICUARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16, BEING A POINT LYING IN THE CENTERLINE OF EAST TRENTON ROAD.

THENCE, ALONG AND COINCIDENT WITH THE SOUTH LINE OF SAID LOT 16 AND THE CENTERLINE OF EAST TRENTON ROAD, SOUTH 81° 28' 09" EAST, A DISTANCE OF 330.00 FEET TO A POINT.

THENCE, PARALLEL TO AND 330.00 FEET EAST OF THE WEST LINE OF SAID LOT 16, NORTH 08° 31' 51" EAST, AT A DISTANCE OF 20.00 FEET PASS A 1/2" IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF E. TRENTON ROAD, AND AT A TOTAL DISTANCE OF 284.50 FEET TO A 1/2"IRON ROD FOUND FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED 7.845 ACRE TRACT.

THENCE, CONTINUING NORTH, PARALLEL TO AND 330.00 FEET EAST OF THE WEST LINE OF SAID LOT 16, NORTH 08° 31' 51" EAST, A DISTANCE OF 1,035.50 FEET TO A 1/2" IRON ROD SET ON THE NORTH LINE OF SAID LOT 16, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED 7.845 ACRE TRACT.

THENCE, ALONG AND COINCIDENT WITH THE NORTH LINE OF SAID LOT 16, SOUTH 81° 28' 09" EAST, A DISTANCE OF 330.00 FEET TO A 1/2" IRON ROD SET, FOR THE NORTHEAST CORNEROF THIS HEREIN DESCRIBED 7.845 ACRE TRACT.

THENCE, PARALLEL TO AND 660.00 FEET EAST OF THE WEST LINE OF SAID LOT 16, SOUTH 08° 31' 51" WEST, AT A DISTANCE OF 1,035.50 FEET TO A 1/2"IRON ROD FOUND, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED 7.845 ACRE TRACT.

THENCE, PARALLEL TO AND 284.50 FEET NORTH OF THE SOUTH LINE OF SAID LOT 16, NORTH 81° 28' 09" WEST, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING. CONTAINING 7.845 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, ROGER McCAIN, SHEILA McCAIN, MATTHEW McCAIN, MONICA McCAIN, AND GERALDINE SMITH, OWNERS OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED McCAIN SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S) AND EASEMENT(S) SHOWN HEREIN.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOT MEETS, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

ROGER McCAIN
RT. 10. BOX 502
EDINBURG. TEXAS 78539 — DATE

SHEILA McCAIN
RT. 10. BOX 502
EDINBURG. TEXAS 78539 — DATE

MATTHEW McCAIN
RT. 10. BOX 502
EDINBURG. TEXAS 78539 — DATE

MONICA McCAIN
RT. 10. BOX 502
EDINBURG. TEXAS 78539 — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared ROGER McCAIN, SHEILA McCAIN, MATTHEW McCAIN, and MONICA McCAIN and proved to me through Texas Department of Public Safety Driver Licenses to be the persons whose names are subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that they executed the same for the purposes and considerations thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2016.

MY COMMISSION EXPIRES

NOTARY PUBLIC – STATE OF TEXAS

APPROVED BY IRRIGATION DISTRICT NO. 2:

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE _____ DAY OF _____, 2016.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHT OF WAYS OR EASEMENTS.

_____ ATTEST:_____
PRESIDENT — SECRETARY

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

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

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF McCAIN SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON

_____, _____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the McCAIN SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — date

ATTEST:
Hidalgo County Clerk — date

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS — GILBERTO A. GRACIA — 62477 — LICENSED PROFESSIONAL ENGINEER

GILBERTO A. GRACIA
REGISTERED PROFESSIONAL ENGINEER No. 62477
IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE PROPERTY DESCRIBED IN THIS PLAT HAS BEEN SURVEYED ON THE GROUND UNDER MY SUPERVISION ON MARCH 2, 2015.

HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 2791 — DATE

STATE OF TEXAS — HOMERO LUIS GUTIERREZ — 2791 — REGISTERED PROFESSIONAL LAND SURVEYOR

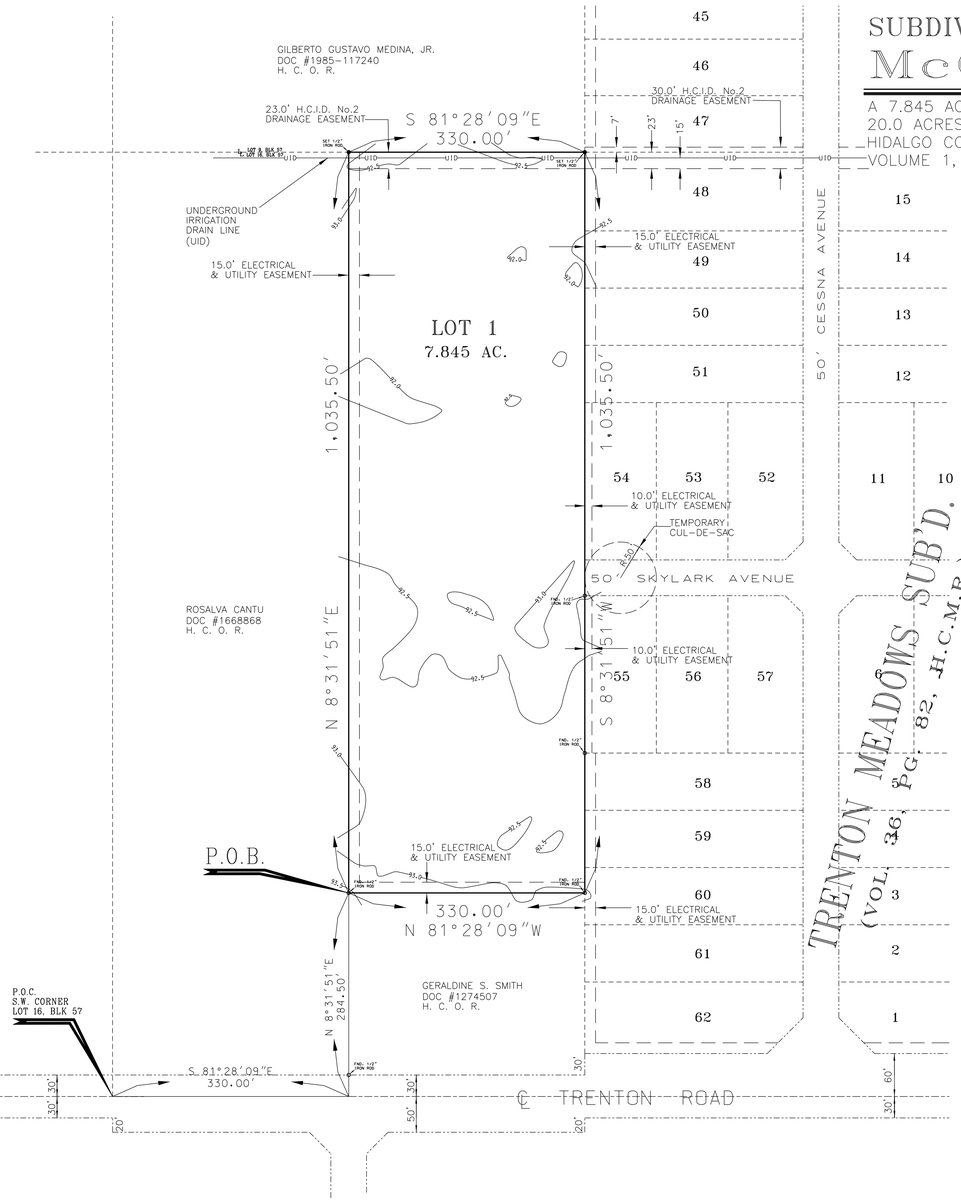
STATE OF TEXAS
COUNTY OF HIDALGO

I, JESUS SAENZ, ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS, DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS McCAIN SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE

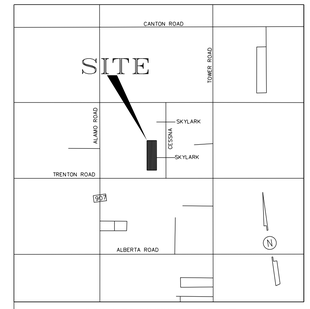
_____ DAY OF _____, 20 _____

WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR/PLANNING AND ZONING DEPARTMENT DIRECTOR



SCALE: 1"= 100'



VICINITY MAP
SCALE= 1": 2500'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
McCAIN SUBDIVISION IS LOCATED IN CENTRAL HIDALGO COUNTY, ON THE NORTH SIDE OF TRENTON ROAD, APPROXIMATELY 2300.0 FEET EAST OF ALAMO ROAD, 700.0 FEET NORTH OF TRENTON ROAD, AND 300.0 WEST OF CESSNA ST. IN ACCORDANCE WITH THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 BY U.S. 2010 CENSUS), McCAIN SUBDIVISION LIES WITHIN THE CITY OF EDINBURG'S EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §212.001 AND LIES IN COUNTY PCT.4.

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "B" COMMUNITY–PANEL NUMBER 480334–0425–C. MAP REVISED NOVEMBER 16, 1982. FLOOD ZONE "B" INDICATES: A) AREAS BETWEEN THE LIMITS OF THE 100–YEAR FLOOD AND THE 500–YEAR FLOOD; OR B) AREAS SUBJECT TO 100–YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE; OR C) AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. 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.– 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 BEGINNING CONSTRUCTION.

3.– MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION OF ANY CONSTRUCTION FOR HABITATION SHALL BE 18 INCHES ABOVE THE TOP OF CONCRETE CURB WHERE SKYLARK AVENUE ENDS AT THE EAST BOUNDARY OF THIS SUBDIVISION.

4.– LEGEND ● – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED
○ – DENOTES 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED

5.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

6.– MINIMUM BUILDING SETBACK LINES:
EAST .....15.00'
WEST.....15.00'
SOUTH.....15.00'
NORTH.....38.00'

7.– DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WITH EXISTING CONDITIONS REMAINING UNCHANGED WILL NOT BE REQUIRED TO DETAIN STORM WATER RUNOFF.

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. ELEV. 94.50 AT A 60d NAIL LOCATED ON THE NORTH FACE OF POWER POLE ON THE SOUTH SIDE OF SKYLARK AVENUE WHERE SAID AVENUE ENDS AT THE EAST BOUNDARY OF THIS PROPERTY (N.A.V.D. 88 DATUM).

10. THIS ONE (1) LOT SUBDIVISION WILL BE SERVICED BY A 3/4" N.A.W.S.C. DOMESTIC WATER SERVICE METER.

11. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT, IF ANY, 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, TO THE BEST OF THEIR KNOWLEDGE, ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12. 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.

13. 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.

14. ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

15. ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON LOT 1 MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

INDEX OF SHEETS

SHEET 1.– HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; HCHD CERTIFICATION; REVISION NOTES.

SHEET 2.– WATER & SANITARY SEWER COLLECTION SYSTEM DISTRIBUTION MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND ENGINEER'S CERTIFICATION (ENGLISH & SPANISH); TYPICAL WATER SERVICE CONNECTION; & SUBDIVIDER CERTIFICATE AND STATEMENT. (WATER & SANITARY SEWER DETAILS NOT APPLICABLE.) (SANITARY SEWER PLAN & PROFILE NOT APPLICABLE.) DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, ENGINEER'S CERTIFICATION; REVISION NOTES; (PAVING DETAILS NOT APPLICABLE.) (DRAINAGE PLAN & PROFILE NOT APPLICABLE.)

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	ROGER McCAIN	ROUTE 10, BOX 502	EDINBURG, TEXAS 78539	(713)384–5592	(956)
ENGINEER:	GILBERTO A. GRACIA	7413 N. LA HOMA ROAD	MISSION, TEXAS 78574	(956)584–0554	(956)584–0190
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956)963–0988	(956)

SHEET NO. 1 OF 2 SHEETS

FILENAME : K:\PROJECT\SUBDIVISIONS\McCAIN\PLAT

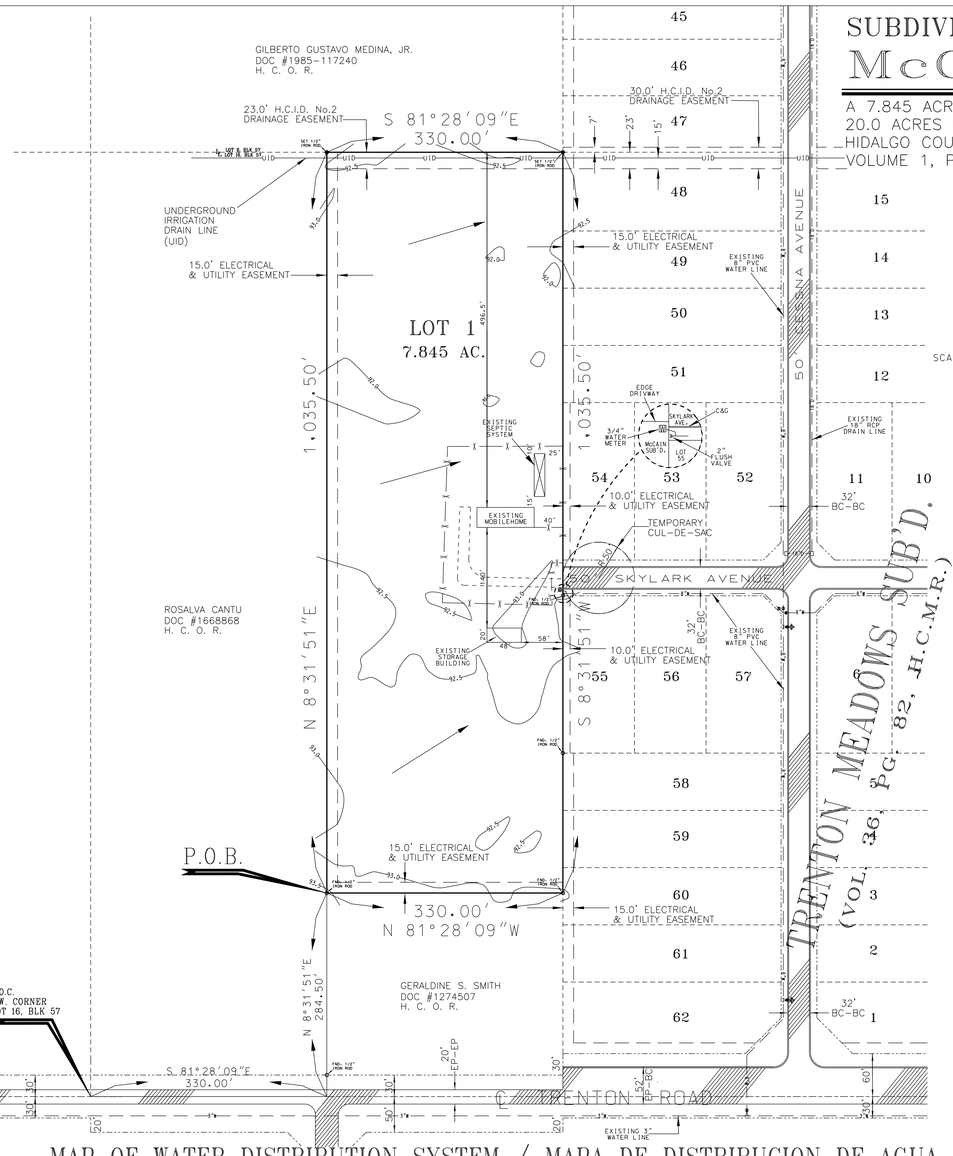
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
MARCH 13, 2016	G.A.G.	G.A.G.	G.A.G.

NO.	SHEET	REVISION	DATE	APPROVED

IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION TX, 78574
CONSULTING ENGINEERS
F–10214
TEL. (956) 584–0554
FAX. (956) 584–0190

SUBDIVISION PLAT OF
McCAIN SUBDIVISION

A 7.845 ACRE TRACT OF LAND OUT OF THE EAST 10.0 ACRES OF THE WEST 20.0 ACRES OF LOT 16, BLOCK 57, ALAMO LAND & SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS OF HIDALGO COUNTY, TEXAS



MAP OF WATER DISTRIBUTION SYSTEM / MAPA DE DISTRIBUCION DE AGUA

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE

DRAINAGE STATEMENT
MCCAIN SUBDIVISION

I. PROJECT LOCATION
THIS PROPOSED SUBDIVISION CONSISTS OF ONE (1) RURAL RESIDENTIAL 7.845 ACRE LOT AND IS LOCATED 330' WEST OF CESSNA AVENUE AT THE DEAD END OF SKYLARK AVENUE, WHICH IS LOCATED 700' NORTH OF TRENTON ROAD. SAID SUBDIVISION, LOCATED WITHIN THE CITY OF EDINBURG'S 2-MILE ETJ IS A 7.845 ACRE TRACT OUT OF THE EAST 10.0 ACRES OF THE WEST 20.0 ACRES OF LOT 16, BLOCK 57, ALAMO LAND & SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 1, PAGES 24-26, OF THE HIDALGO COUNTY MAP RECORDS.

II. FLOOD PLAIN
THE SUBJECT TRACT IS LOCATED WITHIN "ZONE B", IN ACCORDANCE THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 480334 0425 C, MAP REVISED NOVEMBER 16, 1982.

FLOOD ZONE "B" INDICATES: A) AREAS BETWEEN THE LIMITS OF THE 100-YEAR FLOOD AND THE 500-YEAR FLOOD; OR B) AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE; OR C) AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

III. SOIL CONDITIONS
A REVIEW OF THE U.S. SOIL CONSERVATION SURVEY OF HIDALGO COUNTY INDICATES THAT THE PREDOMINANT SOIL OF THE SUBJECT SITE IS CLASSIFIED AS HIDALGO-28 (SANDY CLAY LOAM). HIDALGO-28 TYPICALLY CONSISTS OF A SURFACE LAYER OF DARK GRAYISH BROWN SANDY CLAY LOAM ABOUT 17 INCHES THICK. THE NEXT SOIL LAYER DOWN, FROM 17 TO 28 INCHES, IS BROWN SANDY CLAY LOAM. THE NEXT SOIL LAYER DOWN, FROM 28 TO 38 INCHES, IS PALE BROWN SANDY CLAY LOAM. THE SOIL DOWN THEREAFTER TO APPROXIMATELY 80 INCHES IS A VERY PALE BROWN SANDY CLAY LOAM. THIS SOIL: A) IS CALCAREOUS THROUGHOUT. B) IS WELL DRAINED. C) HAS HIGH AVAILABLE WATER CAPACITY. D) HAS SLOW SURFACE RUNOFF. E) HAS MODERATE PERMEABILITY. F) HAS A MODERATE SHRINK-SWELL POTENTIAL. G) HAS A SLIGHT HAZARD OF SOIL BLOWING. AND H) HAS A SLIGHT HAZARD OF WATER EROSION. SEE ATTACHED DATA SHEETS FROM SOIL CONSERVATION SURVEY OF HIDALGO COUNTY, TEXAS.

IV. EXISTING CONDITIONS
THE SUBJECT TRACT IS CURRENTLY UNDEVELOPED MODERATE OPEN LAND WITH AN EXISTING SINGLE-FAMILY RESIDENTIAL HOME. TOPOGRAPHIC ELEVATIONS OBTAINED FROM SITE INDICATE EXISTING TERRAIN HAS A SLIGHT GRADE TO THE EAST APPROXIMATELY (0.1%).

EXISTING RUNOFF FROM THE SUBJECT SITE IS BY FORM OF SHEET RUNOFF FLOWING OVERLAND TOWARDS THE EAST WHERE IT IS INTERCEPTED BY CESSNA AVENUE EXISTING DRAINAGE SYSTEM URBAN STREET AND CURB INLETS. SAID CESSNA AVENUE DRAINAGE SYSTEM IS SERVICED BY A HIDALGO COUNTY DRAINAGE DISTRICT NO.1 DRAIN DITCH LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WISCONSIN ROAD AND TOWER ROAD. SAID DRAIN DITCH BELONGS TO THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 DRAINAGE DITCH NETWORK THAT WILL ULTIMATELY OUTFALL INTO THE LAGUNA MADRE.

THE RATIONALE METHOD WAS UTILIZED TO DETERMINE THE EXISTING 10-YEAR FREQUENCY EVENT STORM WATER RUNOFF (Q ex!st= 11.74 CFS) FOR THIS SITE. (REFER TO ATTACHED DRAINAGE CALCULATIONS).

V. PROPOSED CONDITIONS
THE PURPOSE OF THIS SUBDIVISION IS ONLY TO RECORD EXISTING PROPERTY BOUNDARIES WITH HIDALGO COUNTY SUBDIVISION GUIDELINES. THE EXISTING SINGLE-FAMILY RESIDENTIAL HOME WILL REMAIN IN PLACE AND IN USE. THERE IS NO PROPOSED DEVELOPMENT OR IMPROVEMENTS FOR THE SUBJECT PROPERTY. THEREFORE, WITH EXISTING CONDITIONS REMAINING UNCHANGED, STORM WATER DETENTION WILL NOT BE REQUIRED PER HIDALGO COUNTY DRAINAGE DISTRICT NO.1 POLICIES ON INCREASED STORM WATER RUNOFF.

ENGINEER CERTIFICATION

BY MY SIGNATURE BELOW, I CERTIFY THAT THE PROPERTY COMPRISING THIS SUBDIVISION IS LOCATED WITHIN FLOOD "ZONE B" AS IS DESCRIBED IN ARTICLE II ABOVE AND SHOWN IN THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 480334 0425 C, MAP REVISED NOVEMBER 16, 1982.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · GILBERTO A. GRACIA · 62477 · REGISTERED · PROFESSIONAL ENGINEER

GILBERTO A. GRACIA — DATE
REGISTERED PROFESSIONAL ENGINEER No. 62477
IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

SUBDIVIDER CERTIFICATION
BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THIS 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
I(WE), ROGER McCAIN, SHEILA McCAIN, MATTHEW McCAIN, AND MONICA McCAIN SUBDIVIDERS OF McCAIN SUBDIVISION HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID,IF ANY, AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE OF TEXAS AS REQUIRED BY STATE AND COUNTY REGULATIONS.

ROGER McCAIN — DATE
RT. 10. BOX 502
EDINBURG. TEXAS 78539

SHEILA McCAIN — DATE
RT. 10. BOX 502
EDINBURG. TEXAS 78539

MATTHEW McCAIN — DATE
RT. 10. BOX 502
EDINBURG. TEXAS 78539

MONICA McCAIN — DATE
RT. 10. BOX 502
EDINBURG. TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared ROGER McCAIN, SHEILA McCAIN, MATTHEW McCAIN, and MONICA McCAIN and proved to me through Texas Department of Public Safety Driver Licenses to be the persons whose names are subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that they executed the same for the purposes and considerations thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2016.

MY COMMISSION EXPIRES

NOTARY PUBLIC – STATE OF TEXAS

COST ESTIMATE:
WATER DISTRIBUTION $500.00
SEPTIC TANK (OSSF) $ 0.00
ESTIMACION DE COSTOS:
DISTRIBUCIONDE AGUA $500.00
TANQUE SEPTICO (OSSF) $ 0.00

← SURFACE FLOW

EXISTING SEPTIC SYSTEM (OSSF) DRAIN FIELD

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

FINAL ENGINEERING REPORT FOR McCAIN SUBDMSION
BY: GILBERTO A. GRACIA, P.E.

WATER SUPPLY: DESCRIPTION AND COSTS.
McCAIN SUBDIVISION IS A ONE (1) LOT SUBDIVISION AND IS PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER(S) AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO McCAIN 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 McCAIN SUBDIVISION.

N.A.W.S.C. HAS AN 8" DIAMETER WATERLINE RUNNING ALONG THE SOUTH SIDE OF SKYLARK AVENUE THAT ENDS WITH A FLUSH VALVE ASSEMBLY AT THE COMMON BOUNDARY BETWEEN McCAIN SUBDIVISION AND TRENTON MEADOWS SUBDIVISION. FROM SAID 8" DIAMETER WATERLINE, ONE (1) 3/4" DIAMETER SINGLE SERVICE LINE RUNNING TO A WATER METER BOX IS TO SERVE McCAIN SUBDIVISION.

SAID 3/4" SINGLE SERVICE AND THE METER BOX HAVE BEEN INSTALLED, AT A TOTAL COST OF $ 500.00.

THE SUBDIVIDER(S) HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $ 150.00 WHICH COVERS THE COST AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT AND REPRESENTS THE TOTAL COST OF WATER METERS AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE SINGLE LOT OF McCAIN SUBDIVISION TO THE N.A.W.S.C. SYSTEM.

THE ENTIRE WATER FACILITIES DESCRIBED ABOVE HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID FACILITIES ARE OPERABLE AS OF THE DATE OF THE RECORDING OF McCAIN SUBDIVISION PLAT.

SEWAGE FACILITIES: DESCRIPTION OF COSTS.
SEWAGE FROM McCAIN SUBDIVISION, IS TREATED BY AN EXISTING ON-SITE SEWAGE FACILITY (OSSF) CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD THAT WAS PREVIOUSLY PERMITTED, INSPECTED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT AND HAS BEEN FUNCTIONING EFFICIENTLY FOR OVER TEN (10) YEARS.

SITE AND SOIL SPECIFICS OF McCAIN SUBDIVISION ARE AS FOLLOWS:
1) THE ONE (1) LOT McCAIN SUBDIVISION IS 7.845 ACRES IN SIZE.
2) THE U.S. SOIL CONSERVATION SURVEY OF HIDALGO COUNTY, TEXAS, INDICATES SOIL PERMEABILITY IS MODERATE.
3) THE U.S. SOIL CONSERVATION SURVEY OF HIDALGO COUNTY, TEXAS, INDICATES THAT THE PREDOMINANT SOIL OF THE SUBJECT SITE TYPICALLY CONSISTS OF A SURFACE LAYER OF DARK GRAYISH BROWN SANDY CLAY LOAM ABOUT 17 INCHES THICK. THE NEXT SOIL LAYER DOWN, FROM 17 TO 28 INCHES, IS BROWN SANDY CLAY LOAM.

THERE ARE NO OSSF COSTS FOR McCAIN SUBDIVISION, A ONE (1) LOT SUBDIVISION, BECAUSE IT IS BEING CURRENTLY SERVED BY EXISTING OSSF.

CERTIFICATION
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE 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 $500.00 FOR THIS ONE (1) LOT SUBDIVISION.

SEWAGE FACILITIES --- THE SEPTIC SYSTEM FOR THIS ONE (1) LOT SUBDIVISION IS ALREADY INSTALLED AS PERMITTED BY THE HIDALGO COUNTY HEALTH DEPARTMENT AND HAS BEEN IN OPERATION FOR OVER TEN (10) YEARS. NO COSTS FOR SEWAGE FACILITIES SHALL BE INCURRED FOR THIS ONE (1) LOT SUBDIVISION.

STATE OF TEXAS · GILBERTO A. GRACIA · 62477 · REGISTERED · PROFESSIONAL ENGINEER

GILBERTO A. GRACIA — DATE
REGISTERED PROFESSIONAL ENGINEER No. 62477
IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

REPORTE FINAL DE INGENIERIA PARA McCAIN SUBDIVISION
POR: GILBERTO A. GRACIA, P.E.

PROVISION DE AGUA: DESCRIPCION Y GASTOS.
McCAIN SUBDIVISION ESTARA PROVISTA DE AGUA POTABLE POR LA COMPANIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUENO DE LA SUBDIVISION Y LA COMPANIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 ANOS Y LA COMPANIA 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 McCAIN SUBDIVISION.

LA COMPANIA DE AGUA N.A.W.S.C. CUENTA CON UNA LINEA DE 8" OE DIAMETRO QUE CORRE POR EL LADO SUR DE LA CALLE SKYLARK AVENUE. DE LA LINEA DE 8" DE DIAMETRO, HAY UN (1) SERVICIO SENCILLO DE 3/4" DIAMETRO QUE CORRE A UN MEDIDOR.

LA LINEA DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO, Y LA CAJA DE MEDIDOR DE AGUA SERA INSTALADA A UN COSTO TOTAL DE US$ 500.00.

EL DUENO DE McCAIN SUBDIVISION TAMBIEN LE HA PAGADO A LA COMPANIA N.A.W.S.C. US$ 150.00, QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA LOTE SINGULAR DE McCAIN SUBDIVION. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DE CADA MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DE EL LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPANIA N.A.W.S.C. LO INSTALARA SIN ALGUN GASTO AL DUENO.

EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL McCAIN SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE SANITARIO: DESCRIPCION Y GASTOS.
EL DRENAJE SANIRARIO DE McCAIN SUBDIVISION, SIENDO DE UN (1) LOTE, TIENE EN EL SOLAR DE ESTA PROPIEDAD UNA (1) FOSA SEPTICA INDIVIDUALE (OSSF) CONSISTIENDO EN UN DISENO NORMAL OON DOBLE COMPARTAMENTO Y UN CAMPO DE DRENAJE; CUAL ASE MAS DE DIES (10) ANOS QUE FUE PERMITIDO, INSPECTADO, Y APROVADO POR EL DEPARTAMENTO DE SALUD DE EL CONDADO DE HIDALGO, TEXAS.

LOS PARTICULARES DE LA TIERRA DE McCAIN SUBDIVISION SON:
1) McCAIN SUBDIVISION CONSISTE DE UN (1) LOTE DE 7.845 ACRES.
2) EL U.S. SOIL CONSERVATION SURVEY DE EL CONDADO DE HIDALGO, TEXAS, INDICA QUE LA TIERRA ES DE PERMEABILIDAD MODERADA.
3) EL U.S. SOIL CONSERVATION SURVEY DE EL CONDADO DE HIDALGO, TEXAS, INDICA QUE LA TIERRA CONSISTE DE MARGA ARCILLA ARENOSA.
4) NO HAY EVIDENCIA DE AGUAS SUBTERRANEA A LA PROFUNDIDAD DE 48".

NO HAY COSTOS OSSF PARA McCAIN SUBDIVISION, CUAL ES DE UN (1) LOTE, PORQUE YA ESTA TIENE SERVICIO POR UN OSSF EXISTENTE.

CERTIFICACION
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE SANITARIO, 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 SEVICIOS/SISTEMAS DE AGUA Y DE DRENAJE SANITARIO SON:

SERVICIO/SISTEMA DE AGUA --- ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE EL MEDIDOR DE AGUA. EL GRAN COSTO TOTAL ES DE $500.00 PARA ESTA SUBDIVISION DE UN (1) LOTE.

DRENAJE SANITARIO --- LAS FOSA SEPTICA ES UNA YA EXISTENTE QUE FUE PERMITIDO POR EL DEPARTAMENTO DE SALUD DE EL CONDADO DE HIDALGO Y QUE YA A ESTADO EN USO POR MAS DE DIES (10) ANOS. NO HAY GASTOS DE SERVICIO/SISTEMA DE DRENAJE SANITARIO PARA ESTA SUBDIVISION DE UN (1) LOTE.

STATE OF TEXAS · GILBERTO A. GRACIA · 62477 · REGISTERED · PROFESSIONAL ENGINEER

GILBERTO A. GRACIA — DATE
REGISTERED PROFESSIONAL ENGINEER No. 62477
IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

SHEET NO. 2 OF 2 SHEETS

FILENAME : K:\PROJECT\SUBDIVISIONS\McCAIN\PLAT

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
MARCH 15, 2016	G.A.G.	G.A.G.	G.A.G.

NO.	SHEET	REVISION	DATE	APPROVED

IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION TX, 78574
CONSULTING ENGINEERS
F-10214
TEL. (956) 584-0554
FAX. (956) 584-0190

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: 7-05-2016

PROPOSED **BORDER TOWN NO. 2** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **BORDER TOWN DEV., LLC.**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **107** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY **9** ☒COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **NORTHEAST CORNER OF F.M. 2812 & URESTI 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 **2-01-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY A STORM SEWER PIPE SYSTEM DISCHARGING TO THE DRAIN DITCH ABUTTING WEST OF DEVELOPMENT. DETENTION WILL BE ACCOMPLISHED BY WIDENING OF THE EXISTING DITCH.**

ROAD R.O.W. DEDICATION: **20.02 FEET ON F.M. 2812 & 18.00 FEET ON URESTI ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **5-16-2016** By, **JOE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **5-17-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE ANGEL GONZALEZ**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **10"** LOCATION: **NORTHSIDE OF F.M. 2812.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **5-18-2016** : 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* **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.*

SUBDIVISION PLAT OF:

BORDER TOWN SUDBIVISION No. 2

A 69.62 ACRE TRACT OF LAND BEING ALL OF LOT 15 AND 29.62 ACRES OUT OF LOT 16, BLOCK 70, ENGELMAN RE-SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2460925, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 69.62 ACRE TRACT OF LAND BEING ALL OF LOT 15 AND 29.62 ACRES OUT OF LOT 16, BLOCK 70, ENGELMAN RE-SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2460925, 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 IN THE CENTERLINE OF URESTI ROAD AND WITHIN THE RIGHT OF WAY OF F.M. 2812 FOR THE SOUTHWEST CORNER OF LOT 15 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°59'45" E, ALONG THE WEST LINE OF LOT 15 AND THE CENTERLINE OF URESTI ROAD, A DISTANCE OF 1,320.00 FEET TO A 5/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 15 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°00'00" E, ALONG THE NORTH LINE OF LOT 15, PASSING A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND AT 20.00 FEET FOR THE EAST RIGHT OF WAY LINE OF URESTI ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF LOT 15, THE NORTHWEST CORNER OF THE AAA TRACT (A 0.00 ACRE TRACT OUT OF LOT 16, BLOCK 70, ENGELMAN RE-SUBDIVISION, ACCORDING TO DEED RECORDED IN VOLUME 00, PAGE 00, DEED RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 08°59'45" W, ALONG THE EAST LINE OF LOT 15, THE WEST LINE OF LOT 16 AND THE WEST LINE OF THE AA TRACT, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 81°00'00" E, ALONG THE SOUTH LINE OF THE AA TRACT, A DISTANCE OF 330.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°59'45" E, ALONG THE EAST LINE OF THE AA TRACT, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF LOT 16 FOR THE NORTHEAST CORNER OF SAID TRACT AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81°00'00" E, ALONG THE NORTH LINE OF LOT 16, A DISTANCE OF 659.85 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THE MIRNA BLANCA FLORES TRACT (THE EAST HALF OF THE EAST HALF OF LOT 16, BLOCK 70, ENGELMAN RE-SUBDIVISION, ACCORDING TO GIFT DEED RECORDED IN VOLUME 3147, PAGE 695, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°59'45" W, ALONG THE WEST LINE OF THE MIRNA BLANCA FLORES TRACT, PASSING A 1/2" IRON ROD FOUND AT 1,300.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF F.M. 2812, A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 16 AND WITHIN THE RIGHT OF WAY OF F.M. 2812 FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°00'00" W, ALONG THE SOUTH LINE OF LOTS 15 AND 16 AND WITHIN THE RIGHT OF WAY OF F.M. 2812, A DISTANCE OF 2,309.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 69.62 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ENGELMAN RE-SUBDIVISION, RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 4856 — REGISTERED PROFESSIONAL LAND SURVEYOR

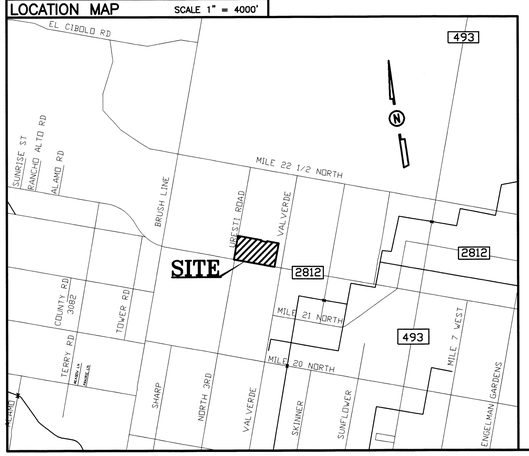
ALFONSO QUINTANILLA
R.P.L.S. No. 4856

11-23-15
DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP SCALE 1" = 4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

BORDER TOWN SUDBIVISION No. 2, IS LOCATED IN CENTRAL HIDALGO COUNTY ON THE NORTHEAST CORNER OF THE INTERSECTION OF FM 2812 AND URISTI 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). BORDER TOWN SUDBIVISION No. 2, LIES APPROXIMATELY 3.00 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S 3 1/2 MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PRECINCT No. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	BORDER TOWN DEVELOPMENT, LLC KYLE RUPPERT, MANAGER	P.O. BOX 959	EDINBURG, TX 78540	(956)383-0868	383-2301
ENGINEER:	MARCO A. GONZALEZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.

COMMUNITY-PANEL NUMBER 480334 0325 D – REVISED TO REFLECT LOMR
MAP REVISED: MAY 17, 2001

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0350 C EFFECTIVE DATE: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3.– LEGEND • – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

4.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

5.– SETBACKS:

FRONT	25.00 FEET
FRONT (LOTS 106–116)	50.00 FEET
REAR	15.00 FEET
SIDE	6.00 FEET
CORNER SIDE	10.00 FEET
CORNER SIDE, WHERE ROW IS GREATER THAN 50.0 FEET	20.00 FEET

OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES.

6.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 217,876.13 CUBIC –FEET 5.00 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 5 .

8.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– ELEV=73.07, COTTON PICKER SPINDLE FOUND ON THE SOUTHWEST CORNER OF THE SUBDIVISION. N.A.V.D. 88 DATUM.
B.M. No.2– ELEV= 66.70, 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTHWEST CORNER OF LOT 86 THE SUBDMISION. N.A.V.D. 88 DATUM.
B.M. No.3– ELEV= 70.10, 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTHWEST CORNER OF LOT 43 THE SUBDMISION. N.A.V.D. 88 DATUM.

9.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. NO COMMERCIAL USE SHALL BE ALLOWED ON LOTS 1–27, 30–49, 52–71, 74–93, AND 96–118. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

11.–GENERAL NOTE FOR COMMERCIAL LOTS:
LOTS 28, 29, 50, 51, 72, 73, 94, 95 & 116 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 28, 29, 50, 51, 72, 73, 94, 95 & 116 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQRUIED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

12.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

14.– 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 SUBDIVISION RULES APPENDIX 3.1.4.

15.– NO ACCESS SHALL BE PERMITED FOR LOTS 28, 29, 50, 51, 72, 73, 94, 95, & 116

16.– NO ACCESS SHALL BE PERMITED FOR LOT 1 FROM URISTI ROAD.

17.– DRIVEWAY FOR LOT 116 SHALL BE CONSTRUCTED ON THE NORTHWEST CORNER OF LOT 166

18.– AN OFF–STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line therof being the piplene 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___.

BORDER TOWN DEVELOPMENT, LLC
KYLE RUPPERT, MANAGER
P.O. BOX 959
EDINBURG, TEXAS 78540

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **BORDER TOWN SUBDIVISION No. 2** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20__.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAN IS HEREBY APPROVED BY THE ENGELMAN IRRIGATION DISTRICT SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES.

_____ _____
DISTRICT PRESIDENT DATE

_____ _____
SECRETARY DATE

INDEX OF SHEETS

SHEET 1.– HEADING INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, DESCRIPTION (METES AND BOUNDS), ENGINEER'S & SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, ATTESTATION, COUNTY JUDGE CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, ENGELMAN IRRIGATION DISTRICT CERTIFICATION, H.C.D.D. No. 1 CERTIFICATION, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE, RIGHT OF WAY DEPARTMENT CERTIFICATE, REVISION NOTES

SHEET 2.– MAP: LOT, STREETS, AND EASEMENT LAYOUT, HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: ENGINEER'S & SURVEYOR'S CERTIFICATION: REVISION NOTES

SHEET 3.– MAP OF WATER DISTRIBUTION SYSTEM, ENGINEER'S CERTIFICATION, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES.

SHEET 4.– MAP OF TOPOGRAPHY AND DRAINAGE, ENGINEER'S CERTIFICATION, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES.

SHEET 5.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE WITH ENGINEER'S CERTIFICATION, CONSTRUCTION DETAILS, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, **KYLE RUPPERT, MANAGER OF BORDER TOWN DEVELOPMENT, LLC**, AS OWNER OF THE 69.62 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED BORDER TOWN SUBDIVISION No. 2, 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.

_____ _____
DATE

BORDER TOWN DEVELOPMENT, LLC
KYLE RUPPERT, MANAGER
P.O. BOX 959
EDINBURG, TEXAS 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared **KYLE RUPPERT, MANAGER OF BORDER TOWN 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 she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

NEYDA S. RAMIREZ — Notary Public, State of Texas — My Commission Expires March 17, 2017

_____
NEYDA S. RAMIREZ – NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the BORDER TOWN SUBDIVISION No. 2 was reviewed and approved by the Hidalgo County Commissioners Court on _____ . _____.

_____ _____
Hidalgo County Judge **Date**

ATTEST: _____ _____
Hidalgo County Clerk **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 BORDER TOWN SUBDIVISION No. 2 conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20___."

_____
CHAIRPERSON–PLANNING & ZONING COMMISSION

MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ATTEST:

_____ _____ _____ _____
MAYOR'S SIGNATURE DATE CITY SECRETARY DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS — MARCO A. GONZALEZ — 120016 — LICENSED PROFESSIONAL ENGINEER

6-16-16

MARCO A. GONZALEZ
P.E. No. 120016
DATE

COUNTY COURT — COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

DATE OF PREPERATION: NOV. 23, 2015

FILENAME :F:\DATA\SUBD.\HIDALGO CO.\BORDER TOWN No. 2\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
NOV. 23, 2015	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SHEET NO. 1 of 5

SUBDIVISION PLAT OF:

BORDER TOWN SUBDIVISION No. 2

A 69.62 ACRE TRACT OF LAND BEING ALL OF LOT 15 AND 29.62 ACRES OUT OF LOT 16, BLOCK 70, ENGELMAN RE-SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2460925, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

11-23-15
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

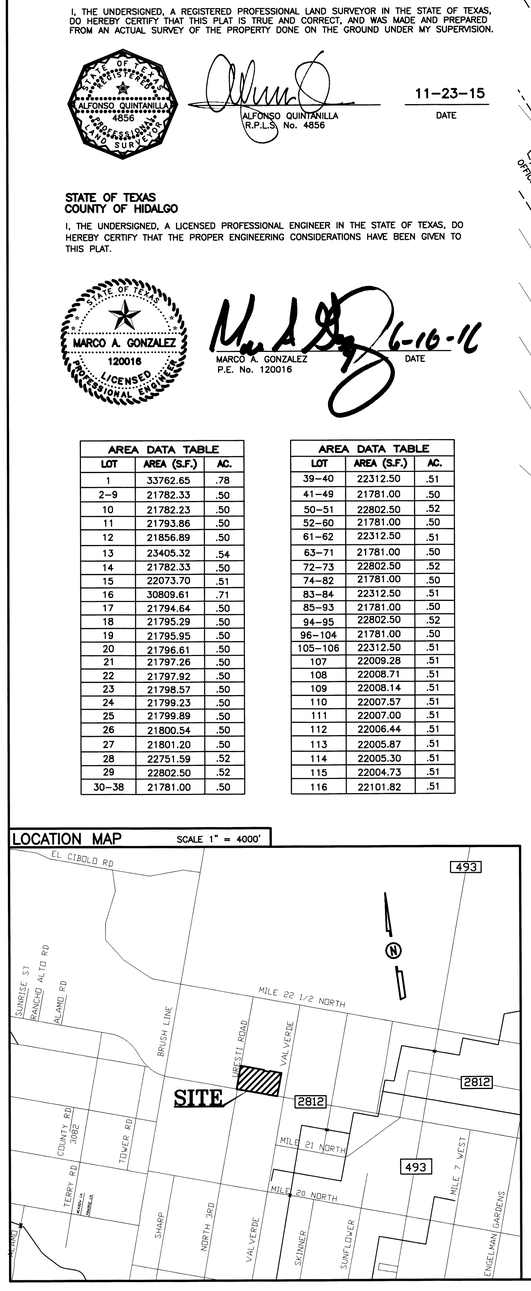
STATE OF TEXAS · MARCO A. GONZALEZ · 120016 · LICENSED PROFESSIONAL ENGINEER

MARCO A. GONZALEZ
P.E. No. 120016

6-16-16
DATE

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	33762.65	.78
2–9	21782.33	.50
10	21782.23	.50
11	21793.86	.50
12	21856.89	.50
13	23405.32	.54
14	21782.33	.50
15	22073.70	.51
16	30809.61	.71
17	21794.64	.50
18	21795.29	.50
19	21795.95	.50
20	21796.61	.50
21	21797.26	.50
22	21797.92	.50
23	21798.57	.50
24	21799.23	.50
25	21799.89	.50
26	21800.54	.50
27	21801.20	.50
28	22751.59	.52
29	22802.50	.52
30–38	21781.00	.50

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
39–40	22312.50	.51
41–49	21781.00	.50
50–51	22802.50	.52
52–60	21781.00	.50
61–62	22312.50	.51
63–71	21781.00	.50
72–73	22802.50	.52
74–82	21781.00	.50
83–84	22312.50	.51
85–93	21781.00	.50
94–95	22802.50	.52
96–104	21781.00	.50
105–106	22312.50	.51
107	22009.28	.51
108	22008.71	.51
109	22008.14	.51
110	22007.57	.51
111	22007.00	.51
112	22006.44	.51
113	22005.87	.51
114	22005.30	.51
115	22004.73	.51
116	22101.82	.51



LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 36°0'7" E	70.71'
L2	N 54°0'0" E	35.36'
L3	N 36°0'0" W	35.36'
L4	N 53°59'53" E	35.35'
L5	N 36°0'0" W	21.21'
L6	S 54°0'0" W	21.21'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

BORDER TOWN SUBDIVISION No. 2, IS LOCATED IN CENTRAL HIDALGO COUNTY ON THE NORTHEAST CORNER OF THE INTERSECTION OF FM 2812 AND URISTI 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). BORDER TOWN SUBDIVISION No. 2, LIES APPROXIMATELY 3.00 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S 3 1/2 MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PRECINCT No. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	BORDER TOWN DEVELOPMENT, LLC KYLE RUPPERT, MANAGER	P.O. BOX 959	EDINBURG, TX 78540	(956)383-0868	383-2301
ENGINEER:	MARCO A. GONZALEZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

DATE OF PREPERATION: NOV. 23, 2015

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

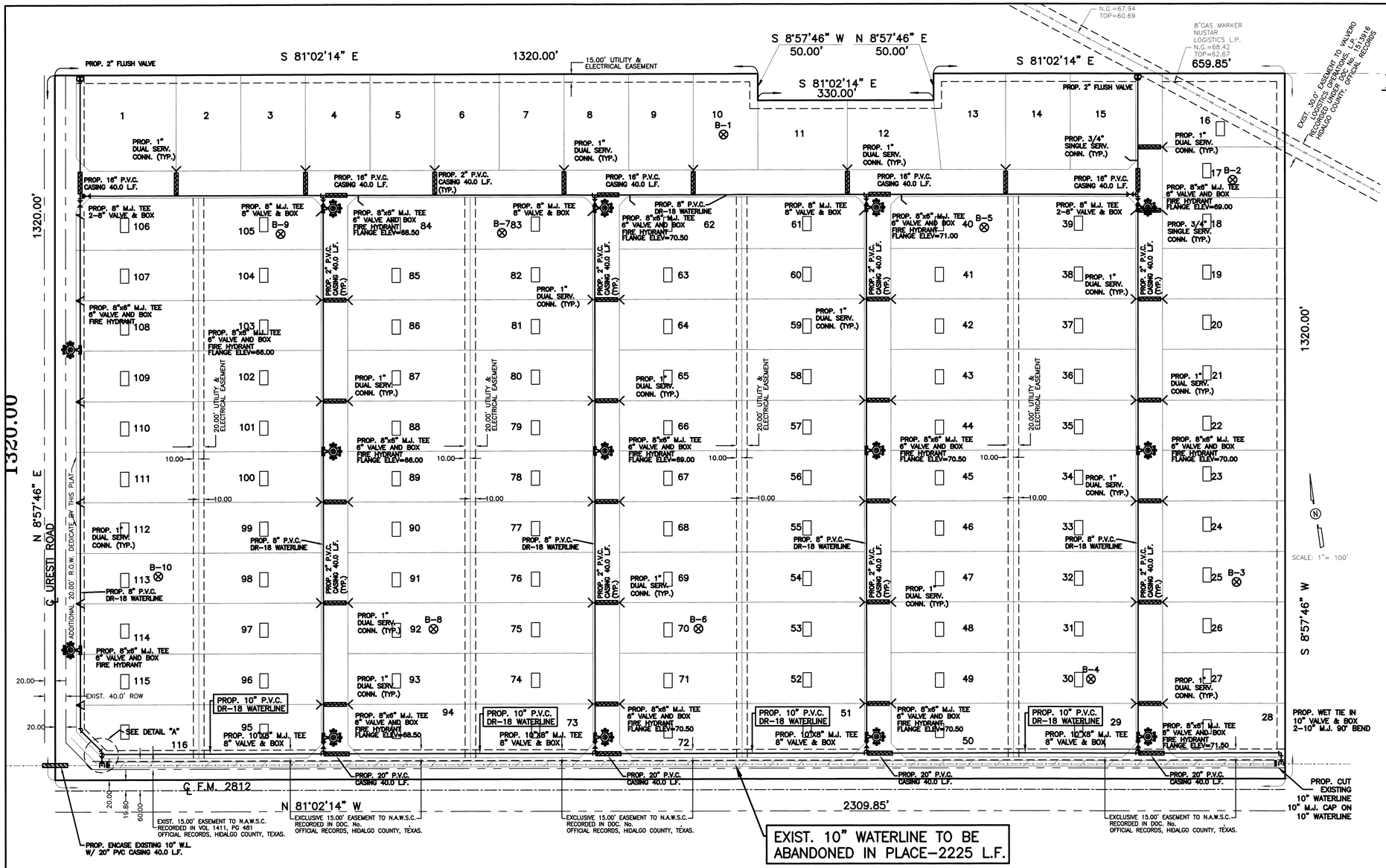
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

FILENAME : F:\DATA\SUBD.\HIDALGO CO.\BORDER TOWN No. 2\PLAT				
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY	**SHEET NO.**
NOV. 23, 2015	M. GONZALEZ			**2 of 5**
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY	

BORDER TOWN SUBDIVISION No. 2

A 69.62 ACRE TRACT OF LAND BEING ALL OF LOT 15 AND 29.62 ACRES OUT OF LOT 16, BLOCK 70, ENGELMAN RE-SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2460925, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



SUBDIVIDER CERTIFICATION

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

RICHARD RUPPERT, GENERAL PARTNER

1.- I (WE), THE THREE GRANDES, LTD. SUBDIVIDERS OF **LANTANA ACRES No. 8** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

RICHARD RUPPERT, GENERAL PARTNER
THE THREE GRANDES, LTD.
P.O. BOX 959
EDINBURG TX, 78540

DATE

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD RUPPERT, GENERAL PARTNER OF THE THREE GRANDES, LTD. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

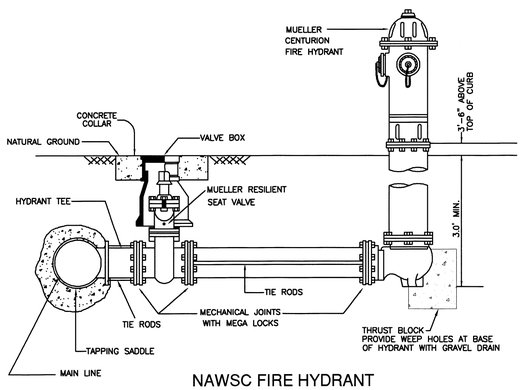
LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA- NOTARY PUBLIC

STATE OF TEXAS
MARCO A. GONZALEZ
120016
LICENSED
PROFESSIONAL ENGINEER

MARCO A. GONZALEZ
P.E. No. 120016

6-10-16
DATE



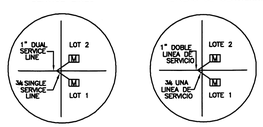
NAWSC FIRE HYDRANT
(NOT TO SCALE)

REVISION NOTES

No.	Sheet	REVISION	Date	Approved
1	1 OF 6	HIDALGO COUNTY COMMENTS (5-25-16)	5-25-16	Q.H.

[W] WATER METER BOX
8" WATER SUPPLY LINE
SERVICE LINES

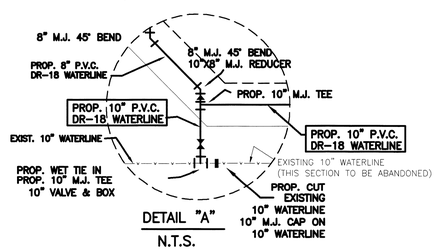
[W] CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS



COST ESTIMATE

WATER DISTRIBUTION:	$
DRAINAGE IMPROVEMENTS:	$
PAVING IMPROVEMENTS:	$
SEPTIC TANK (OSSF):	$

B-1
⊗ TEST BORINGS
SEPTIC TANK (OSSF)



DETAIL "A"
N.T.S.

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
PHONE 956-381-6480
FAX 956-381-0527
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
OFFICE@QHAENGINEERING.COM

SHEET NO. 3 OF 45 SHEETS	FILENAME : F:\DATA\SUBD\HIDALGO CO\LANTANA ACRES No. 8\WATER			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	10-15-13	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

BORDER TOWN SUBDIVISION No. 2

A 69.62 ACRE TRACT OF LAND BEING ALL OF LOT 15 AND 29.62 ACRES OUT OF LOT 16, BLOCK 70, ENGELMAN RE-SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2460925, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

OFFSITE DRAIN DITCH EXCAVATION

PROP. 25.0' RAMP SLOPE=6:1

1,200.00 L.F.

PROP. 27.2' DRAIN DITCH EXCAVATION

11
BLOCK 70

"B-B"

"C-C"

"A-A"

GAS MARKER NUSTAR LOGISTICS L.P. 1-800-481-0038

SCALE: 1"= 100'

FND. 5/8" IRON ROD

12" VENT PIPE

IRRIG. STRUCTURE

10" PVC WITH 4" AIR VENT

FND. 1/2" IRON ROD WITH CAP MELDEN & HUNT INC

S 81°02'14" E 1320.00'

24" GATEWELL

24" IRRIGATION IRRIGATION VALVE

15.00' UTILITY & ELECTRICAL EASEMENT

S 8°57'46" W 50.00'

N 8°57'46" E 50.00'

IRRIGATION VALVE

S 81°02'14" E 330.00'

S 81°02'14" E 659.85'

8"CAS MARKER NUSTAR LOGISTICS L.P. N.G.=67.94 TOP=60.69

8"CAS MARKER NUSTAR LOGISTICS L.P. N.G.=68.42 TOP=62.67

12'CALICHE ROAD

PROP. TYPE III BARRICADE

PROP. 32.0' B-B

EXIST. 20.00' IRRIGATION EASEMENT

R15.00'

STREET No. 5

PROP. 6.0' VALLEY GUTTER

PROP. 24.0' PAVEMENT

PROP. 24" R.R.G.C.P. STORM SEWER (CLASS III) 470.00 L.F. S=0.23%

PROP. 12" DRIVEWAY (6" CALICHE)

PROP. 15.0' DRAINAGE EASEMENT

20.00' UTILITY & ELECTRICAL EASEMENT

PROP. TYPE "A" INLET TOP=67.00 FL=63.00

PROP. 18" R.C.P. 48.00 L.F. WITH S.E.T FL=64.00 (64.00 L.F. TOTAL)

PROP. TYPE "A" INLET TOP=67.00 FL=62.50

PROP. TYPE "A" INLET TOP=66.00 FL=61.21

PROP. TYPE "A" INLET TOP=66.00 FL=61.36

PROP. TYPE "A" INLET TOP=68.00 FL=62.26

PROP. TYPE "A" INLET TOP=68.00 FL=62.41

PROP. TYPE "A" INLET TOP=68.80 FL=63.90

PROP. TYPE "A" INLET TOP=68.80 FL=64.10

PROP. TYPE "A" INLET TOP=68.25 FL=65.20

PROP. TYPE "A" INLET TOP=68.25 FL=65.30

PROP. TYPE "C-C" INLET TOP=65.00 FL=60.10

PROP. TYPE "C-C" INLET TOP=65.00 FL=60.31

PROP. 42" RCP TONGUE & GROOVE STORM SEWER (CLASS III) 470.00 L.F. S=0.20%

PROP. 36" RCP TONGUE & GROOVE STORM SEWER (CLASS III) 470.00 L.F. S=0.20%

PROP. 36" RCP TONGUE & GROOVE STORM SEWER (CLASS III) 470.00 L.F. S=0.23%

PROP. 24" RCP TONGUE & GROOVE STORM SEWER (CLASS III) 470.00 L.F. S=0.23%

PROP. 42" R.R.G.C.P. STORM SEWER (CLASS III) 25.00 L.F. S=0.25%

PROP. 42" R.R.G.C.P. STORM SEWER (CLASS III) 35.00 L.F. S=0.25%

PROP. 36" R.R.G.C.P. STORM SEWER (CLASS III) 32.00 L.F. S=0.47%

PROP. 24" R.R.G.C.P. STORM SEWER (CLASS III) 32.00 L.F. S=0.63%

PROP. 18" R.R.G.C.P. STORM SEWER (CLASS III) 32.00 L.F. S=0.47%

STREET No. 1

STREET No. 2

STREET No. 3

STREET No. 4

PROP. 18" R.C.P. 48.00 L.F. WITH S.E.T FL=68.50 (64.00 L.F. TOTAL)

PROP. PAVEMENT TO MATCH EXISTING PAVEMENT

FND. 1/2" IRON ROD

EXIST. DRIVEWAY & CULVERT TO BE REMOVED

EXIST. DRIVEWAY & CULVERT TO BE REMOVED

EXIST. 12"IRRIGATION LINE TO BE REMOVED AND COMPACTED

PROP. IRRIGATION PLUG

SIGN SWB UGCR

18"RCP WITH S.E.T.

FND. C.P.S.

FND. P.K. NAIL

N 81°02'14" W 2309.85'

EXIST. 15.00' EASEMENT TO N.A.W.S.C. RECORDED IN VOL 1411, PG 481 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED IN DOC. No. OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

50'x50' R.O.W. CLIP EASEMENT TO THE STATE OF TEXAS RECORDED IN VOLUME 1234, PAGE 413, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS..

R.O.W. CLIP TO THE STATE OF RECORDED IN VOLUME 252, OFFICIAL RECORDS, HIDALGO COUNTY,

PROP. 18" R.C.P. 48.00 L.F. WITH S.E.T FL=68.15 (64.00 L.F. TOTAL)

PROP. 18" R.C.P. 48.00 L.F. WITH S.E.T FL=68.50 (64.00 L.F. TOTAL)

PROP. 18" R.C.P. 48.00 L.F. WITH S.E.T FL=70.80 (64.00 L.F. TOTAL)

PROP. 33.0' DRAIN DITCH EXCAVATION

75.00'

680.00 L.F.

℄ OF EXIST. DRAIN DITCH

MATCHLINE

1320.00'

14
BLOCK 70

FLOW DIRECTION OF WATER

LOT GRADING FLOW

STATE OF TEXAS
MARCO A. GONZALEZ
120016
LICENSED
PROFESSIONAL ENGINEER

MARCO A. GONZALEZ
P.E. No. 120016

DATE 6/10/16

COST ESTIMATE

WATER DISTRIBUTION:	$
DRAINAGE IMPROVEMENTS:	$
PAVING IMPROVEMENTS:	$
SEPTIC TANK (OSSF):	$

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 4 OF 5 SHEETS	FILENAME : F:\DATA\SUBD\HIDALGO CO\LANTANA ACRES No. 8\PAVING			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	10-15-13	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

BORDER TOWN SUBDIVISION No. 2

A 69.62 ACRE TRACT OF LAND BEING ALL OF LOT 15 AND 29.62 ACRES OUT OF LOT 16, BLOCK 70, ENGELMAN RE-SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2460925, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR BORDER TOWN SUBDIVISION No. 2:
BY MARCO A. GONZALEZ P.E.

WATER SUPPLY: Description and Costs.

BORDER TOWN SUBDIVISION No. 2 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. 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 10" DIAMETER WATERLINE RUNNING ALONG THE NORTH SIDE OF F.M. 2812.

THE WATER SYSTEM FOR BORDER TOWN SUBDIVISION No. 2 CONSIST OF THE 10" DIAMETER WATERLINE ALONG F.M. 2812 BEING RELOCATED TO A 15.00 EASMENT TO N.A.W.S.C. FROM THIS 10" DIAMETER WATERLINE, AN 8" DIAMETER WATERLINE RUNS NORTH ALONG THE WEST SIDE OF URIESTI ROAD, ENDING WITH A 2" FLUSH VALVE ON THE NORTHWEST CORNER OF LOT 1.

ON THE NORTHWEST CORNER OF LOT 106, AN 8" DIAMETER WATERLINE RUNS EAST ALONG THE SOUTH SIDE OF STREET 05.

ON THE SOUTHEAST CORNERS OF LOTS 29, 51, 73 & 95, 8" DIAMETER WATERLINES RUN NORTH AND CONNECT WITH THE 8" DIAMETER WATERLINE THAT RUNS ALONG THE SOUTH SIDE OF STREET 05. THE 8" DIAMETER WATERLINE LOCATED ON STREET 04 ENDS WITH AT 2" FLUSH VALVE LOCATED ON THE NORTHEAST CORNER OF LOT 15.

FROM THE 8" WATERLINE, FIFTY THREE (53) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SINGLE SERVICES AND TEN (10) 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOXES FOR EACH LOT.

THE 8" DIAMETER WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES, AND THE WATER METER BOXES HAVE BEEN INSTALLED AT A TOTAL COST OF $ OR $ 1 PER LOT. IN ADDITION, THE SUBDIVIDER WILL PAY N.A.W.S.C. THE SUM OF $ OR $ PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER OF A LOT, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED TEN (10) FIRE HYDRANTS AT A UNIT COST OF $ FOR A TOTAL COST OF $. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM BORDER TOWN SUBDIVISION No. 2, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM, THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD TEN (10) TEST BORINGS DUG AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 10, 17, 25, 30, 40, 70, 83, 92, 105, & 113. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A CLAY LOAM AND SANDY CLAY LOAM (WITH TEXURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10-YEAR STORM BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES- THESE FACILITIES ARE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ OR $ PER LOT.

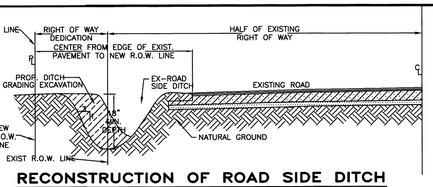
SEWAGE FACILITIES- THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

STATE OF TEXAS — MARCO A. GONZALEZ — 120016 — LICENSED PROFESSIONAL ENGINEER

MARCO A. GONZALEZ 6-16-16
MARCO A. GONZALEZ P.E. No. 120016 DATE

STATE OF TEXAS — MARCO A. GONZALEZ — 120016 — LICENSED PROFESSIONAL ENGINEER

MARCO A. GONZALEZ 6-10-16
MARCO A. GONZALEZ P.E. No. 120016 DATE



RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION BORDER TOWN SUBDIVISION No. 2:
POR MARCO A. GONZALEZ, P.E.

PROVISION DE AGUA: Descripcion y Costos.

BORDER TOWN SUBDIVISION No. 2 SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA EXISTENTE DE 10" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO NORTE DE LA CALLE FM 2812.

EL SISTEMA DE AGUA PARA BORDER TOWN SUBDIVISION No. 2 CONSISTE DE LA LINEA DE AGUA DE 10" DE DIAMETRO QUE CORRE POR EL LADO NORTE DE LA CALLE FM 2812 SER MOVIDO ADENTRO DE UNA EASEMENT DE N.A.W.S.C. DE 15.00". DE ESTA LINEA DE 10" DE DIAMETRO, UNA LINA DE 8" DE DIAMETRO CORRE NORTE POR EL LADO OESTE DE LA CALLE URIESTI ROAD Y TERMINA CON UNA VALVULA DE 2".

EN LA ESQUINA NOROESTE DE LOTE 106, UNA LINEA DE 8" DE DIAMETRO CORRE ESTE POR EL LADO SUR DE STREET 05, TERMINANDO CUANDO ALCANZO LA CALLE STREET 04.

EN LA ESQUINAS SURESTE DE LOTES 29, 51, 73, & 95, LINEAS DE AGUA DE 8" DE DIAMETRO CORRE NORTE Y CONNECTA CON LA LINEA DE 8" DE DIAMETRO QUE CORRE POR EL LADO SUR DE LA CALLE STREET 05. LA LINEA DE 8" DE AGUA LOCALIZADO EN LA CALLE STREET 04, TERMINA CON UNA VALVULA DE 2" EN LA ESQUINA NORESTE DE LOT 15.

DE LA LINEA DE 8" DE DIAMETRO, SE DESPRENDEN CINCUENTA TRES (53) SERVICIOS DOBLES DE 1" DE DIAMETRO QUE CORREN EN PARES HACIA LOS LOTES PARA DESPUES DIVIDIRSE EN DOS SERVICIOS SENCILLOS DE 3/4" DE PULGADA, Y DIEZ (10) SERVICIOS SENCILLOS DE 3/4" QUE VAN HACIA LOS MEDIDORES DE CADA LOTE.

LA LINEA DE 8" DE DIAMETRO, LAS LINEAS DE SERVICIO DOBLE DE 1" DE DIAMETRO, LAS LINEAS DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA HA SIDO INSTALARON A UN COSTO TOTAL DE US$ O US$ POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ O US$ POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO DIEZ (10) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$ EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Costos.

EL DRENAJE DE BORDER TOWN SUBDIVISION No. 2, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO DIEZ (10) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 10, 17, 25, 30, 40, 70, 83, 92, 105, & 113. . (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UN MARGA DE BARRO ARENOSO Y MARGA DE BARRO (CON TEXTURA CLASE II) EXTENDIENDO 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 DE AGUA FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ 0 $ POR LOTE.

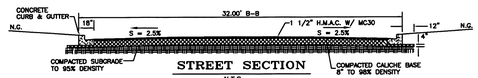
DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$ POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ PARA TODA LA SUBDIVISION.

STATE OF TEXAS — MARCO A. GONZALEZ — 120016 — LICENSED PROFESSIONAL ENGINEER

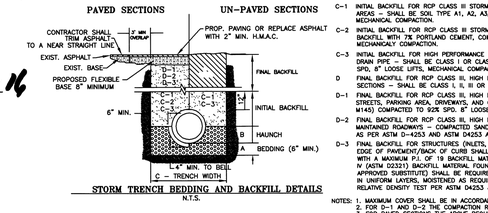
MARCO A. GONZALEZ 6-16-16
MARCO A. GONZALEZ P.E. No. 120016 DATE

STATE OF TEXAS — MARCO A. GONZALEZ — 120016 — LICENSED PROFESSIONAL ENGINEER

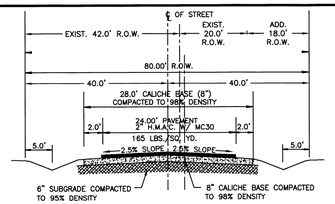
MARCO A. GONZALEZ 6-10-16
MARCO A. GONZALEZ P.E. No. 120016 DATE



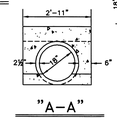
STREET SECTION
N.T.S.



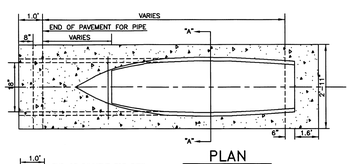
STORM TRENCH BEDDING AND BACKFILL DETAILS
N.T.S.



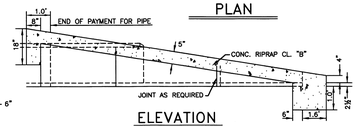
STREET SECTION
N.T.S.



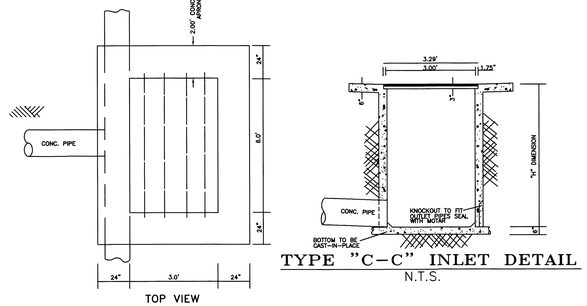
"A-A"



PLAN



ELEVATION
SAFETY END TREATMENT
NOT TO SCALE



TOP VIEW

TYPE "C-C" INLET DETAIL
N.T.S.

- A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. 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 92% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.
- C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12". MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.
- C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.
- C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D-4253 AND ASTM D-698, 8" LOOSE LIFTS, MECHANICALY COMPACTION.
- C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.
- D FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% SPD (12" LOOSE LIFTS, MECHANICAL COMPACTION).
- D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, AND COUNTY ROAD – SHALL BE SOIL TYPE A1, A2, A3, WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.
- D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D-4253 AND ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.
- D-3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M-145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL. STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL FOUNDATION PREPARATION (WELLPOINTS, MINIMUM 4" GRAVEL OR CEMENTS STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".

NOTES:
1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. FOR D-1 AND D-2 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE.
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.

DRAINAGE REPORT FOR: BORDER TOWN SUBDIVISION No. 2
BY: MARCO A. GONZALEZ P.E.

DRAINAGE REPORT FOR
BORDER TOWN SUBDIVISION NO. 2

Border Town Subdivision No. 2 is a 69.62 acre tract of land being all of Lot 15, Block 70, and 29.62 acres out of Lot 16, Block 70, Engelman Re-subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 6, Page 28, map records, Hidalgo County, Texas, and according to warranty deed recorded under County Clerk's Document Number 2460925, official records, Hidalgo County, Texas. This subdivision is located on the northeast corner of the intersection of FM 2812 and Uresti Road. The site is currently open land and brush area. The proposed subdivision will consist of 107 residential lots and 9 commercial lots and it is located in the City of Edinburg Extra Territorial Jurisdiction (ETJ).

The tract is Zone "X" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0325 D dated June 6, 2000 with an LOMR dated May 17, 2001.

The majority of the soil is Fine Sandy Loam, Sandy Clay Loam, and Clay Loam. This soil is well drained. Surface runoff is medium. Permeability is moderate. Plasticity Index has a range of 4–32. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has runoff flowing in a northeasterly direction. The existing runoff for the proposed subdivision is Q= 11.12 cubic feet per second based on a 10-year storm.

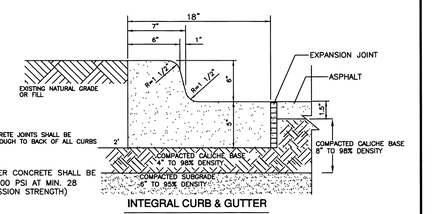
After development the runoff will be Q=45.81 cubic feet per second for an increase of Q=34.69 cubic feet per second. Detention will be 217,876.13 cubic feet (5.00 acre feet). Drainage will be detained by excavating the Hidalgo County Drainage District No.1 North Main Drain Lateral located on the on adjoining property located west of the subdivision. The storm sewer system consists of Type "A" Inlets, 18", 24", 30", 36" and 42" pipes that will drain the subdivision street runoff into this drain ditch. Road side ditch to be regarded along the north side of FM 2812 and the east side of Walker Road. Type "C–C" inlets will be installed to discharge run off from the road side ditch..

CERTIFICATION:

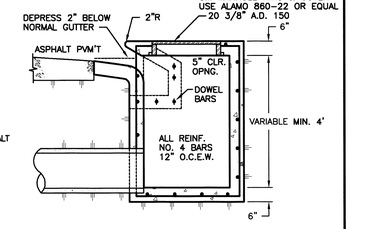
BY MY SIGNATURE BELOW, I CERTIFY THAT THE FLOODPLAIN FOR ZONE "X"–UNSHADED (AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0350 C, DATED ON JUNE 6, 2000 (REVISED MAY 17, 2001 TO REFLECT LOMR) IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

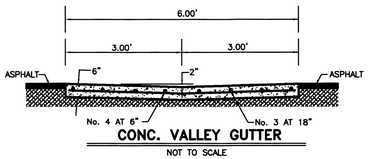
STATE OF TEXAS — MARCO A. GONZALEZ — 120016 — LICENSED PROFESSIONAL ENGINEER

MARCO A. GONZALEZ 6-10-16
MARCO A. GONZALEZ P.E. No. 120016 DATE

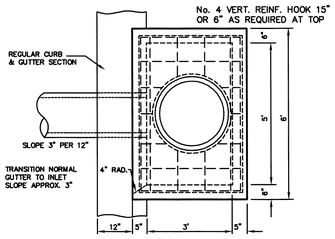


INTEGRAL CURB & GUTTER
NOT TO SCALE

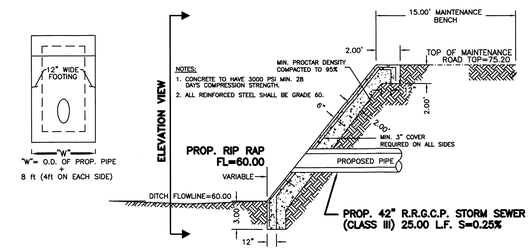




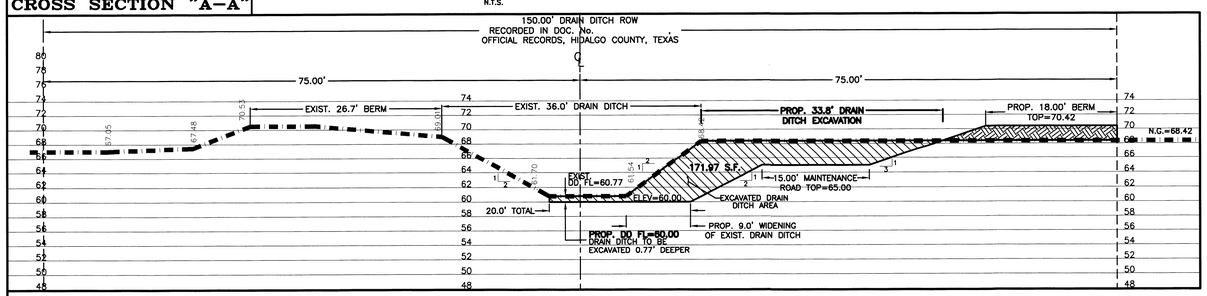
CONC. VALLEY GUTTER
NOT TO SCALE

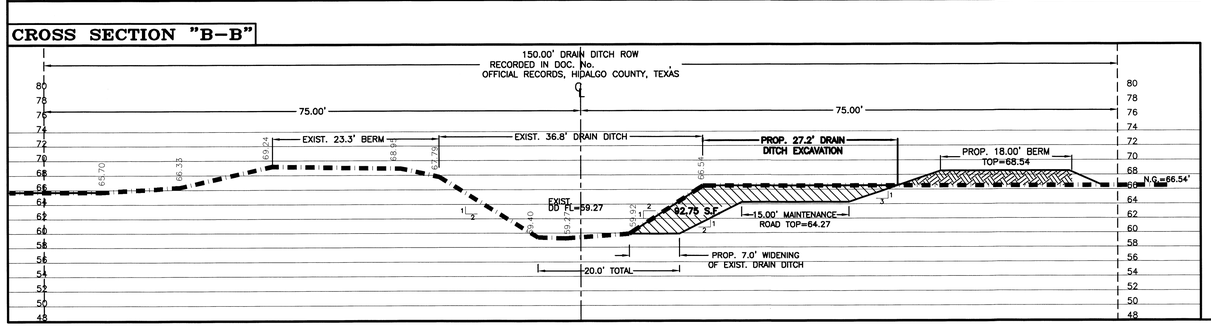


TYPE "A" INLET DETAIL
NOT TO SCALE



STORM DISCHARGE STRUCTURE
NOT TO SCALE





LEGEND

TOTAL DETENTION REQUIRED – 217,876.13 C.F.
TOTAL DETENTION EXCAVATED– 220,761.75 C.F.

(SECTION A–A) 171.97 S.F. X 650.0 L.F. = 111,780.50 C.F.
(SECTION B–B) 92.75 S.F. X 1,175.0 L.F. = 108,981.25 C.F.

COST ESTIMATE

WATER DISTRIBUTION:	$
DRAINAGE IMPROVEMENTS:	$
PAVING IMPROVEMENTS:	$
SEPTIC TANK (OSSF):	$

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
SURVEYING REGISTRATION NUMBER 100411-00

COUNTY COURT — 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. 5 OF 5 SHEETS	FILENAME : F:\DATA\SUBD\EDINBURG\BORDERTOWN No. 2\PAVING-BPLAT			
	DATE PREPARED 5-13-16	PREPARED BY M. GONZALEZ	CHECKED BY	APPROVED BY
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 7-05-2016

PROPOSED **TERRY PALMS NO. 3** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **SWAK PROPERTIES, LLC.**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **7** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **NORTHWEST CORNER OF TERRY ROAD & RAMSEYER 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 **5-06-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE IMPROVEMENTS WILL BE PROVIDED BY REGRADING TERRY ROAD & RAMSEYER ROAD, ROAD SIDE DITCH.**

DISTANCE TO A DRAIN DITCH: **1 MILE SOUTH OF DEVELOPMENT.**

ROAD R.O.W. DEDICATION: **10.00 FEET ON TERRY ROAD & 30.00 FEET RAMSEYER ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **6-10-2016** By, **JOE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **6-17-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE ANGEL GONZALEZ**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **WEST SIDE OF TERRY ROAD.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **6-10-2016** : 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:

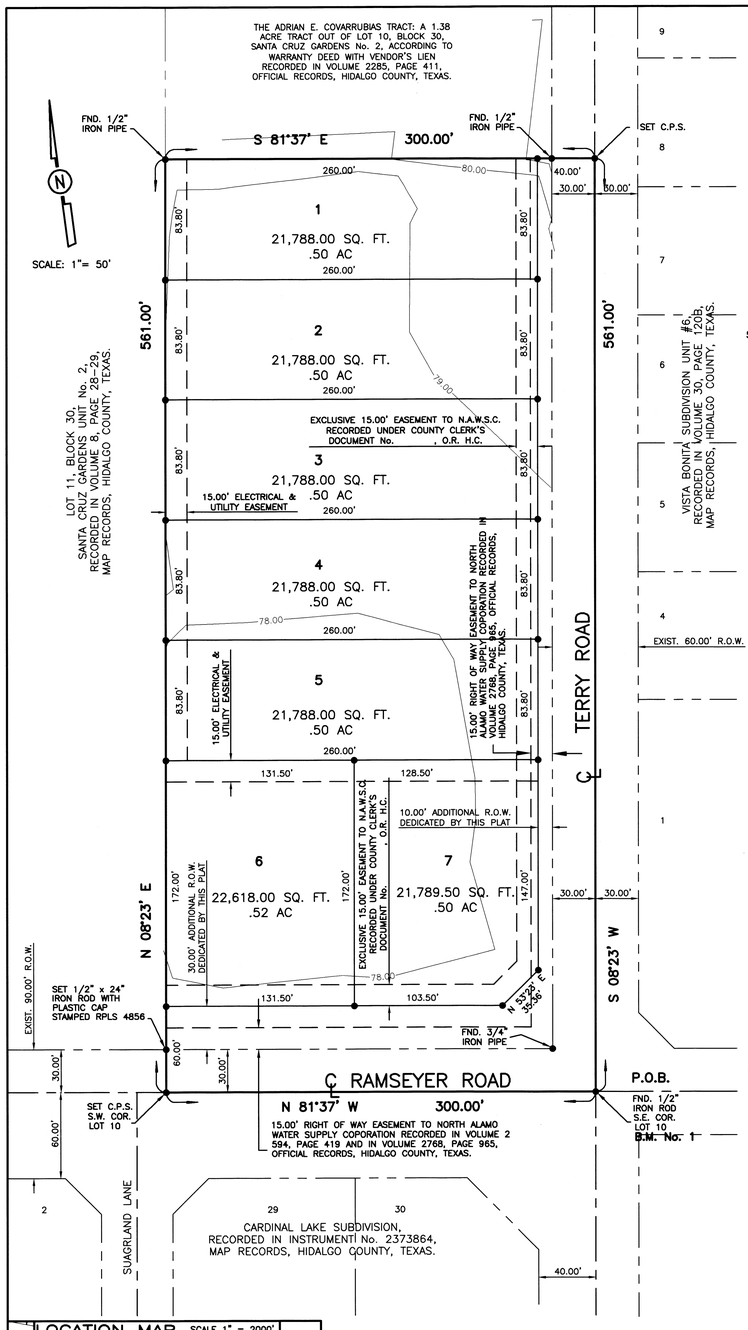
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **EDINBURG**.

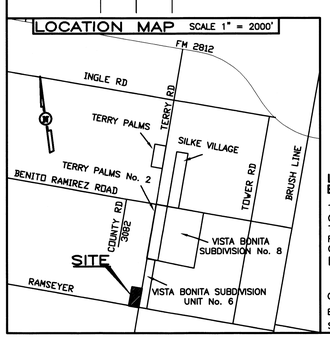
☐ **Final Approval** *subject to recommendations other departments*

☐ **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.*





PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS TO DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN.
COMMUNITY–PANEL NUMBER 480334 0325 D
MAP REVISED: JUNE 6, 2000 (MAY 17, 2001 LOMR)
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.– LEGEND ● – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

3.– SETBACKS:
FRONT (RAMSEYER RD.): . . . . . 50.00 FEET
FRONT (TERRY RD.): . . . . . 40.00 FEET
REAR: . . . . . 15.00 FEET
SIDE SETBACK: . . . . . 6.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET: . . 20.00 FEET
OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.

4.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 1 THROUGH 6 THIS MUST BE STIPULATED ON ALL DEED AND CONTRACTS FOR DEEDS. NO COMMERCIAL USE SHALL BE ALLOWED ON LOTS 1 THROUGH 6. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.– LOT 7 CAN BE RESIDENTIAL OR COMMERCIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED FOR COMMERCIAL OR MULTIFAMILY LOTS TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATION FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL AREA REQUIRED PRIOR TO OCCUPYING THE LOT.

6.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF THE PAVEMENT OF TERRY ROAD OR RAMSEYER ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

7.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1–79.27 A 1/2" IRON ROD FND. ON THE INTERSECTION OF CENTERLINE RAMSEYER ROAD AND CENTERLINE TERRY ROAD. N.A.V.D. 88 DATUM.

8.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 3,669.28 CUBIC –FEET (0.08 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.2

9.– 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 ANNALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

10.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

SWAK PROPERTIES, LLC
KYLE RUPPERT, MANAGER

11.– THE OWNER & SUBDIVIDER OF **TERRY PALMS SUBDIVISION No. 3** 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.

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 SUBDMIDER 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 AND GRADING & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL AND 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.

16.– ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO SANTA CRUZ IRRIGATION DISTRICT No. 15, AND NO OTHER UTILITIES OR USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.

17.– NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT. (SANTA CRUZ IRRIGATION DISTRICT No. 15)

18.– NO PERMANENT STRUCTURES, (EXAMPLE, FENCES OF ANY CONSTRUCTION WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

19.– 100% OF PARKLAND FEE ($600.00) PER LOT WILL PAID BY DEVELOPER.

20.– THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT REINFORCED CONCRETE PIPE (RCP) OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.

21.– 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.

22.– ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON LOT 6 & 7 MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION OF SUBDIMSION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

TERRY PALMS SUBDIVISION No. 3, IS LOCATED IN NORTH HIDALGO COUNTY ON THE NORTH SIDE OF RAMSEYER ROAD AND WEST SIDE OF TERRY 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). TERRY PALMS SUBDIVISION No. 3 LIES APPROXIMATELY 2.5 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE TWO–MILE EXTRA TERRITORIAL JURISDICTION (ETJ) CITY'S UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PCT. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	SWAK PROPERTIES, LLC KYLE RUPPERT, MANAGER	9805 N. EXPRESSWAY 281	EDINBURG Tx. 78542	(956)383–0868	383–2301
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	381–6480	381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	381–6480	381–0527

SUBDIVISION PLAT OF:

TERRY PALMS SUBDIVISION No. 3

A 4.49 ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 30, SANTA CRUZ GARDENS No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED OF TRUST RECORDED IN VOLUME 2285, PAGE 391, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 4.49 ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 30, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER , 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 AT THE INTERSECTION OF THE CENTERLINES OF RAMSEYER ROAD AND TERRY ROAD FOR THE SOUTHEAST CORNER OF LOT 10 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°37' W, ALONG THE SOUTH LINE OF LOT 10 AND THE CENTERLINE OF RAMSEYER ROAD, A DISTANCE OF 300.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF LOT 10 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°23' E, ALONG THE WEST LINE OF LOT 10, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 30.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF RAMSEYER ROAD, A TOTAL DISTANCE OF 561.00 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF THE ADRIAN E. COVARRUBIAS TRACT (A 1.38 ACRE TRACT OUT OF LOT 10, BLOCK 30, SANTA CRUZ GARDENS UNIT No.2, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2285, PAGE 411, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°37' E, ALONG THE SOUTH LINE OF THE ADRIAN COVARRUBIAS TRACT, PASSING A 1/2" IRON PIPE FOUND AT 270.00 FEET FOR THE WEST RIGHT OF WAY LINE OF TERRY ROAD, A TOTAL DISTANCE OF 300.00 FEET TO A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 10 AND IN THE CENTERLINE OF TERRY ROAD FOR THE SOUTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°23' W, ALONG THE EAST LINE OF LOT 10 AND THE CENTERLINE OF TERRY ROAD, A DISTANCE OF 561.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.49 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SANTA CRUZ GARDENS UNIT No.2, RECORDED IN VOLUME 8, PAGES 28 AND 29, 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 8TH DAY OF SEPTEMBER 20 15 .

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS REGISTERED ALFONSO QUINTANILLA 4856 PROFESSIONAL LAND SURVEYOR

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line therof being the 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___.

SWAK PROPERTIES, LLC
KYLE RUPPERT, MANAGER
9805 N. EXPRESSWAY 281
EDINBURG, TEXAS 78542

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF TERRY PALMS SUBDIVISION No. 3 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20___.

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, KYLE RUPPERT, MANAGER OF SWAK PROPERTIES, LLC. AS OWNER OF OF THE 4.49 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED TERRY PALMS SUBDIVISION No. 3, HEREBY SUBDIMDE 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.

_____ _____
DATE

SWAK PROPERTIES, LLC
KYLE RUPPERT, MANAGER
9805 N. EXPRESSWAY 281
EDINBURG, TEXAS 78542

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared KYLE RUPPERT, MANAGER OF SWAK PROPERTIES, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20___.

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

_____
NEYDA S. RAMIREZ – NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the TERRY PALMS SUBDIVISION No. 3 was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

_____ _____
Hidalgo County Judge date

ATTEST: _____ _____
Hidalgo County Clerk date

SANTA CRUZ IRRIGATION DISTRICT No. 15

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS_____DAY OF _____ 20___ 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, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

_____ _____
SECRETARY PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENCED 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 $

SEWAGE FACILITIES: OSSF'S ARE ESTIMATED TO COST $ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ FOR THE SUBDIVISION.

DATED THIS THE 9TH DAY OF JUNE 2016

LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

STATE OF TEXAS REGISTERED ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

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

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 TERRY PALMS SUBDIVISION No. 3 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

INDEX TO SHEETS

SHEET 1.
HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT, ADMINISTRATOR'S CERTIFICATE, N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, SANTA CRUZ IRRIGATION DISTRICT No. 15 CERTIFICATION, REVISION NOTES.
SHEET 2
WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE, AND COUNTY CLERK'S RECORDING CERTIFICATE AND ENGINEERING CERTIFICATION, REVISION NOTES.

COUNTY COURT COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

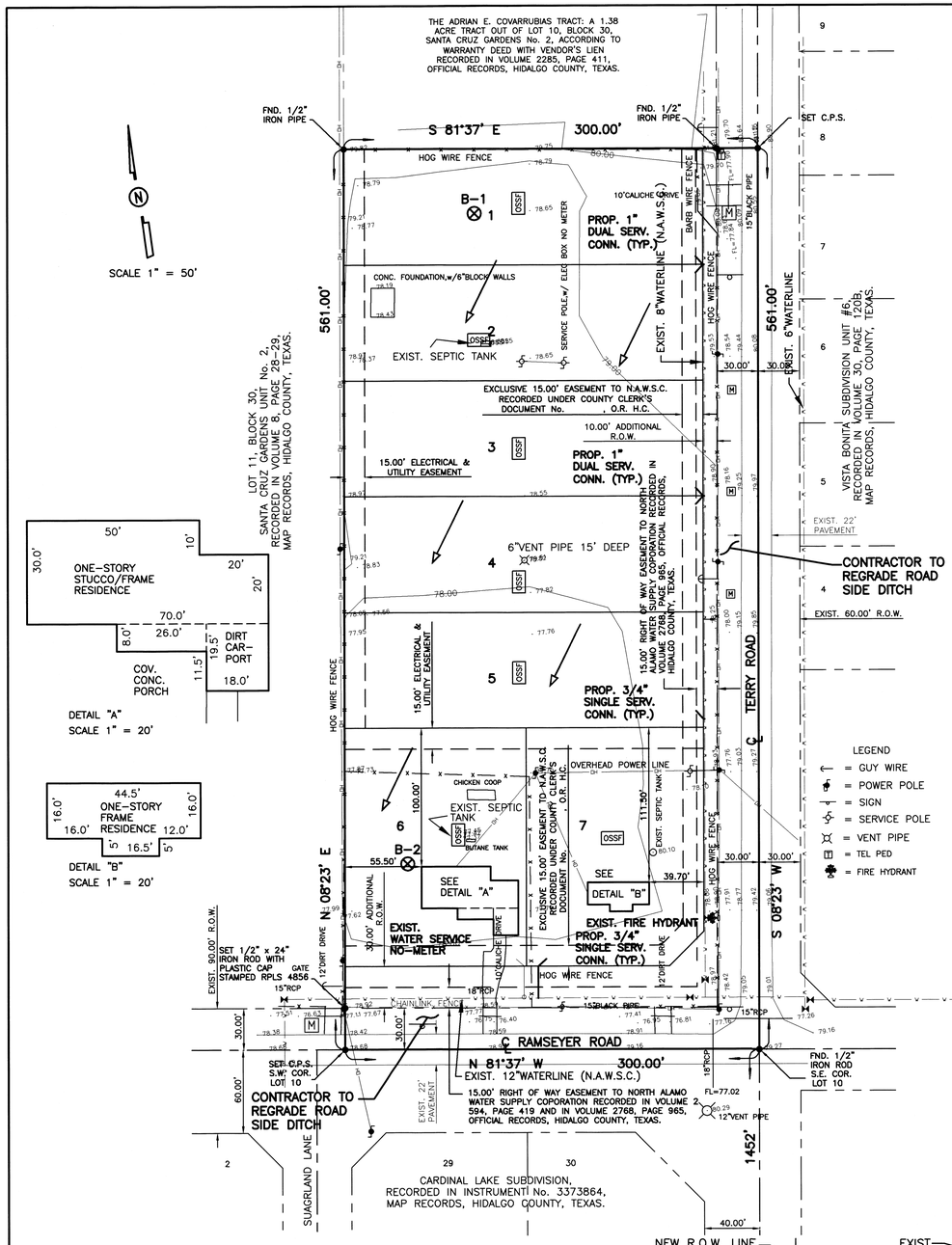
ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY:_____ DEPUTY

DATE OF PREPARATION: FEBRUARY 29, 2016

SHEET NO. 1 OF 2 SHEETS

F:\DATA\SUBD.\EDINBURG\TERRY PALMS SUBDIVISION No. 3			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
FEB. 29, 2016	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

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



RECONSTUCTION OF ROAD SIDE DITCH

NOT TO SCALE

COST ESTIMATE

WATER DISTRIBUTION: $_____

OSSF: $_____

DRAINAGE IMPROVEMENTS: $_____

B-1 ⊗ TEST BORING/POZO DE PRUEBA

SEPTIC TANK/TANQUE SEPTICO (OSSF)

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS

124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

FINAL ENGINEERING REPORT FOR TERRY PALMS SUBDIVISION No. 3

BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description, Costs, and Operability date

BY ALFONSO QUINTANILLA, P.E.

TERRY PALMS SUBDIVISION No. 3 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 RUNNING ON THE WEST SIDE OF TERRY ROAD AND AN EXISTING 12" WATERLINE RUNNING ON THE NORTH SIDE OF RAMSEYER ROAD.

FROM THE EXISTING 8" WATERLINE, TWO (2) 1" DUAL WATER SERVICES RUN TO LOTS BEFORE SPLITTING INTO TWO 3/4" DIAMETER SINGLE SERVICES THAT RUN TO WATER METERS FOR EACH LOT. THERE ARE TWO (2) 3/4" SINGLE SERVICE LINES THAT RUN TO THE METER BOXES OF THE LOTS AND ONE (1) EXISTING 3/4" SINGLE WATER SERVICE RUNS TO LOT 6.

THE DUAL SERVICES, THE SINGLE SERVICE AND THE METER BOXES HAVE BEEN INSTALLED, AT A TOTAL COST OF $ OR $ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ WHICH COVERS THE $ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, 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 ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description, Costs, and Operability Date

SEWAGE FROM TERRY PALMS SUBDIVISION No. 3, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD TWO (2) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 2 & 6. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A UNIFORM SANDY LOAM (WITH TEXTURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10-YEAR FLOODPLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S 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 CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES ARE 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 · LICENSED PROFESSIONAL ENGINEER

P.E.

ALFONSO QUINTANILLA
P.E. No. 95534

6-9-16
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE TERRY PALMS SUBDIVISION No. 3:

BY ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Incio

LA SUBDIVISION TERRY PALMS SUBDIVISION No. 3, 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 REPRESENTAR 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 TERRY ROAD Y UNA LINEA EXISTENTE DE 12 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO NORTE DE LA CALLE RAMSEYER ROAD.

DE LA LINEA EXISTENTE DE 8" PULGADAS DE DIAMETRO PRODUCEN DOS (2) DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIAMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4" DE PULGADA DE DIAMETRO PARA CADA LOTE. ADICIONALMENTE HAY CUATRO (4) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIAMETRO PARA CADA LOTE. HAY UNO (1) EXISTENTE CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIAMETRO PARA LOTE 6.

LOS SERVICIOS DOBLES DE 1 PULGADA, EL SERVICIOU INDIVIDUALE DE 3/4 PULGADAS 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 COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion, Gastos y Fecha de Inicio

EL DRENAJE DE TERRY PALMS SUBDIVISION No 2, 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) DOS (2) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 2 & 6.(PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME 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 SEPTICAS POR SOLAR SON US$ INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE 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 · LICENSED PROFESSIONAL ENGINEER

P.E.

ALFONSO QUINTANILLA
P.E. No. 95534

6-9-16
DATE

TERRY PALMS SUBDIVISION No. 3

A 4.49 ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 30, SANTA CRUZ GARDENS No. 3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED OF TRUST RECORDED IN VOLUME 2285, PAGE 391, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR: TERRY PALMS SUBDIVISION No. 3

BY: ALFONSO QUINTANILLA, P.E.

Terry Palms Subdivision No.3 is a 4.49 acre tract being all of Lot 1 and the West 3.0 acres of Lot 2, Block 29, Santa Cruz Gardens Unit No. 2, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Pages 28 and 29, map records, Hidalgo County, Texas, and according to warranty deed recorded under County Clerk?s Document Number, official records, Hidalgo County, Texas. This subdivision is located at the northwest corner of Terry Road and Ramseyer Road. The proposed subdivision consists of 7 lots.

The tract is Zone ?X? as per FEMA Flood Insurance Rate Map; Community Panel No. 480334 0325 D, and dated June 6, 2000 with LOMR dated May 17, 2001.

This soil is fine sandy loam and sandy clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 4–23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff on an easterly direction. The existing runoff for the proposed subdivision is Q= 3.45 cubic feet per second based on a 10–year storm. After development the runoff will be Q= 8.72 cubic feet per second for an increase of Q= 5.27 cubic feet per second. Detention will be 3,569.28 cubic feet (0.08 acre feet). Detention will be done by the regrading of the roadside ditches. The excavation done by the regrading will be greater than the 0.08 acre feet required. Runoff flows into the road ditch on the west side of Terry Road where it flows southerly and outfalls into the Santa Cruz Irrigation District No.15 Drain Ditch located 1,450.00 feet south of Ramseyer Road. Runoff along the north side of Ramseyer Road flows easterly to the west side of Terry Road.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, DATED ON JUNE 6, 2000 (REVISED MAY 17, 2001 TO REFLECT LOMR) IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

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P.E.

ALFONSO QUINTANILLA
P.E. No. 95534

6-9-16
DATE

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

SWAK PROPERTIES, LLC

1.– I (WE), **KYLE RUPPERT, MANAGER** SUBDIVIDERS OF **TERRY PALMS SUBDIVISION No. 3** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____ DATE

SWAK PROPERTIES, LLC
KYLE RUPPERT, MANAGER
9805 N. EXPRESSWAY 281
EDINBURG, TEXAS 78542

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared **SWAK PROPERTIES, LLC KYLE RUPPERT, MANAGER** proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

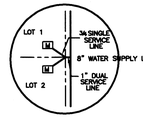
NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

_____
NEYDA S. RAMIREZ – NOTARY PUBLIC

FLOW DIRECTION OF WATER

WM WATER METER BOX
8" WATER SUPPLY LINE
SERVICE LINES

WM CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS





THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET No. 3 OF 2 SHEETS	FILENAME : F:\DATA\SUBD\EDINBURG\TERRY PALMS No. 3\WATER			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	5-29-2016	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: 7-05-2016

PROPOSED **ANHELITO RANCH** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **NAIN ENGINEERING, LLC.** DEVELOPER: **JAVIER MARTINEZ**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **4** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST OF MILE 2½ EAST ROAD APPROXIMATELY ¼ MILE NORTH OF MILE 3 NORTH ROAD.**

SUBDIVISION LIES WITHIN THE: ☒THE RURAL AREA OF THE COUNTY

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **6-10-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" C "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE IMPROVEMENTS WILL BE PROVIDED BE REGRADING MILE 2 ½ EAST ROAD ROAD SIDE DITCH.**

ROAD R.O.W. DEDICATION: **NO ADDITIONAL R.O.W. IS REQUIRED.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **6-09-2016** By, **ROY GONZALEZ, PCT. 1** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **6-14-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE ANGEL GONZALEZ**

WATER SERVICE PROVIDER: **MHWSC** LINE SIZE: **3"** LOCATION: **WEST SIDE OF MILE 2½ EAST ROAD.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **6-15-2016** : By **MARTIN RAMIREZ** Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____

Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

☐ **Final Approval** *subject to recommendations other departments*

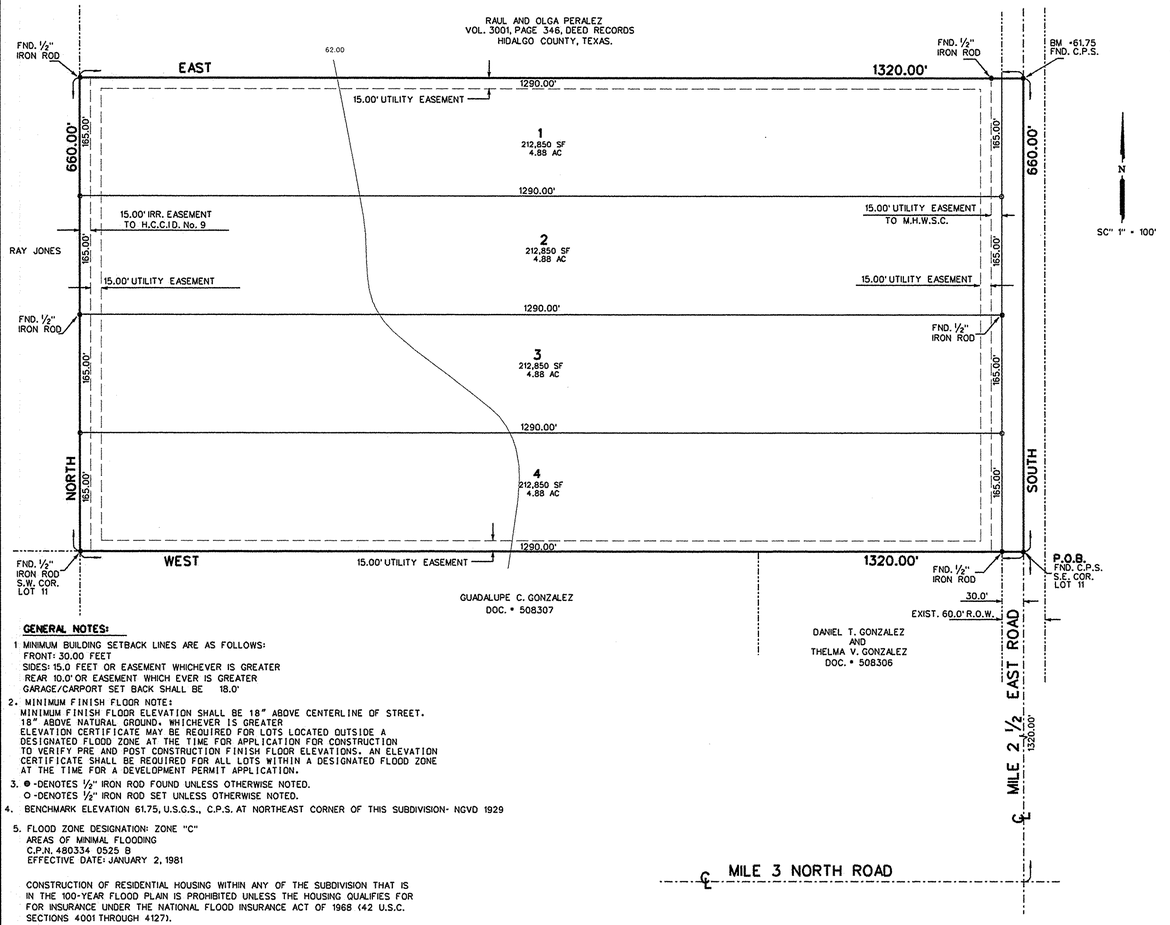
☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

ANHELITO RANCH SUBDIVISION

A 20.00 ACRE TRACT BEING THE SOUTH 20.00 ACRES OF LOT 11, BLOCK 31, CAPISALLO DISTRICT SUBDIVISION LLANO GRANDE GRANT, RECORDED IN VOLUME "P" PAGE 226, MAP RECORDS, HIDALGO COUNTY, TEXAS.



METES AND BOUNDS

A 20.00 ACRE TRACT OF LAND BEING THE SOUTH 20.00 ACRES OF LOT 11, BLOCK 31, CAPISALLO DISTRICT SUBDIVISION LLANO GRANDE GRANT, RECORDED IN VOLUME "P", PAGE 226, MAP RECORDS, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF MILE 2 ½ EAST ROAD FOR THE SOUTHEAST CORNER OF LOT 11 AND THE SOUTHEAST CORNER OF THIS TRACT:

THENCE: WEST, PASSING A ½" IRON ROD FOUND AT 30.00 FEET FOR THE WEST R.O.W. LINE OF MILE 2 ½ EAST ROAD, A TOTAL DISTANCE OF 1320.00 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 11 AND THE SOUTHWEST CORNER OF THIS TRACT:

THENCE: NORTH, ALONG THE WEST LINE OF LOT 11, A DISTANCE OF 660.00 FEET TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT:

THENCE: EAST, PASSING A ½" IRON ROD FOUND AT 1290.00 FEET FOR THE WEST R.O.W. LINE OF 2 ½ EAST ROAD, A TOTAL DISTANCE OF 1320.00 TO A COTTON PICKER SPINDLE FOUND ON THE EAST LINE OF LOT 11, AND IN THE CENTERLINE OF MILE 2 ½ EAST ROAD FOR THE NORTHEAST CORNER OF THIS TRACT:

THENCE: SOUTH, ALONG THE EAST LINE OF LOT 11 AND THE CENTERLINE OF MILE 2 ½ EAST ROAD, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.00 ACRES OF LAND MORE OR LESS.

GENERAL NOTES:

1 MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT: 30.00 FEET
SIDES: 15.0 FEET OR EASEMENT WHICHEVER IS GREATER
REAR 10.0' OR EASEMENT WHICH EVER IS GREATER
GARAGE/CARPORT SET BACK SHALL BE 18.0'

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET. 18" ABOVE NATURAL GROUND. WHICHEVER IS GREATER
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
O -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.

4. BENCHMARK ELEVATION 61.75, U.S.G.S., C.P.S. AT NORTHEAST CORNER OF THIS SUBDIVISION- NGVD 1929

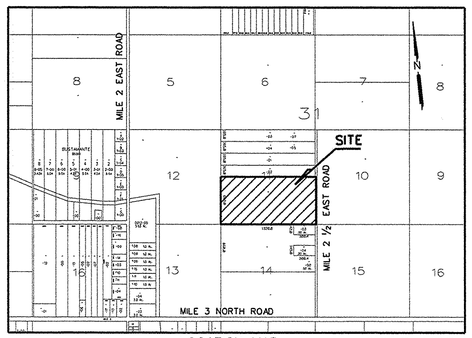
5. FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING
C.P.N. 480334 0525 B
EFFECTIVE DATE: JANUARY 2, 1981

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 42,893 CUBIC -FEET 0.98 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THE LOTS

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT



LOCATION MAP SCALE: 1" = 1320.0'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

ANHELITO RANCH SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED SOUTH EASTERLY HIDALGO COUNTY, ON THE EAST SIDE OF MILE 2 ½ EAST, ¼ MILE NORTH OF MILE 3 NORTH ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MERCEDES (POPULATION OF 14,185 2005 CENSUS). ANHELITO RANCH SUBDIVISION LIES OUTSIDE THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MERCEDES UNDER LOCAL GOVERNMENT CODE § 212.001.

9. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

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. AND MULTI-FAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:

1. ANCHORING OF SEPTIC TANK(s)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

12. JAVIER MARTINEZ. - THE OWNER & SUBDIVIDER OF ANHELITO RANCH 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.

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 OCCUPANCY AN EASEMENT.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
I, JAVIER MARTINEZ OWNER OF THE 20.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "ANHELITO RANCH SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS:
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS:
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS: AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER: JAVIER MARTINEZ
ADDRESS: 745 S. COLORADO AVENUE
MERCEDES, TEXAS. 78570

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED CARLOS JAVIER MARTINEZ PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS____ DAY OF _____, 2016

NOTARY PUBLIC, FOR THE STATE OF TEXAS

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 CODES 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

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9
DATED THIS _____ DAY OF_____, 2016

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID • 9 RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID • 9. NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
NOTE: HCCID • 9 WILL NOT BE RESPONSIBLE FOR DRAINAGE OF DELIVERTY OF WATER TO ANY LOT IN THIS SUBDIVISION IF DESIRED THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO THERE WILL NOT BE ANY PERMANET STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

GENERAL MANAGER

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ANHELITO RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____, _____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR • 4032
P.O. BOX 472
107 W. HUISACHE ST.
WESLACO, TEXAS. 78596
PH. 956-968-2422

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ANHELITO RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ • 2016.

HIDALGO COUNTY JUDGE — DATE

ATTEST:_____
HIDALGO COUNTY CLERK — DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY:_____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

5/31/16

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS — GUILLERMO A ARRATIA — 94001 — LICENSED PROFESSIONAL ENGINEER

SHEET 1 OF 2

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	JAVIER MARTINEZ	745 S. COLORADO AVE	MERCEDES, TEXAS. 78570	956-565-2763
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

DATE OF PREPARATION: MAY 31, 2016

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

INDEX TO SHEET OF ANHELITO RANCH SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; H.C.C.I.D. No. 9 CERTIFICATE OF APPROVAL; REVISION NOTES;
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION). INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

ANHELITO RANCH SUBDIVISION

A 20.00 ACRE TRACT BEING THE SOUTH 20.00 ACRES OF LOT 11, BLOCK 31, CAPISALLO DISTRICT SUBDIVISION LLANO GRANDE GRANT, RECORDED IN VOLUME "P" PAGE 226, MAP RECORDS, HIDALGO COUNTY, TEXAS.

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT. SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.-- I JAVIER MARTINEZ SUBDIVIDER OF ANHELITO RANCH SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE. QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: JAVIER MARTINEZ
ADDRESS: 745 S. COLORADO AVENUE
MERCEDES, TEXAS. 78570

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED CARLOS JAVIER MARTINEZ PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF _____, 2016

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

ANHELITO RANCH SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE MILITARY HIGHWAY WATER SUPPLY CORPORATION (M.H.W.S.C.). THE SUBDIVIDER, AND M.H..W.S.C.. HAVE ENTERED INTO A CONTRACT IN WHICH M.H.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.

M.H..W.S.C. HAS AN EXISTING 3" DIAMETER WATERLINE RUNNING ALONG THE WEST R.O.W. LINE OF MILE 2 ½ EAST ROAD

WATER DISTRIBUTION FOR ANHELITO RANCH SUBDIVISION CONSIST OF A PROPOSED 1-¾" FOR LOT 2 AND 1" DUAL WATER SERVICE FOR LOTS 3 AND 4 , SAID SERVICE TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $ 720.00, IN ADDITION THE THE SUBDIVIDER HAS PAID M.H.W.S.C. THE SUM OF $ 1,196.00, WHICH COVERS THE COST FOR THIS SUBDIVISION, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO M.H.W.S.C.. UPON REQUEST BY THE LOT OWNER, M.H.W.S.C.. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY M.H.W.S.C.. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

LOT 1 HAS AN EXISTING WATER METER.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM ANHELITO RANCH SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATOR JOSE A GONZALEZ REG. # 12258. HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS IS SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL, WITH THE FILING OF THIS PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A (CASHIERS CHECK OR PERSONAL CHECK)REPRESENTING A "CASH DEPOSIT TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $ 4,500.00 WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILLINCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

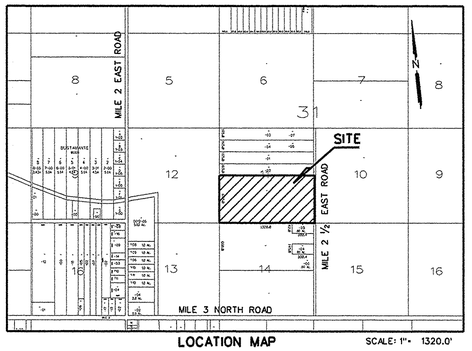
AT ANY TIME AFTER THE LOTS IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITTING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMITTO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

LOTS 1 HAVE AN EXISTING OSSF

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWEAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYETEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 1,916.00

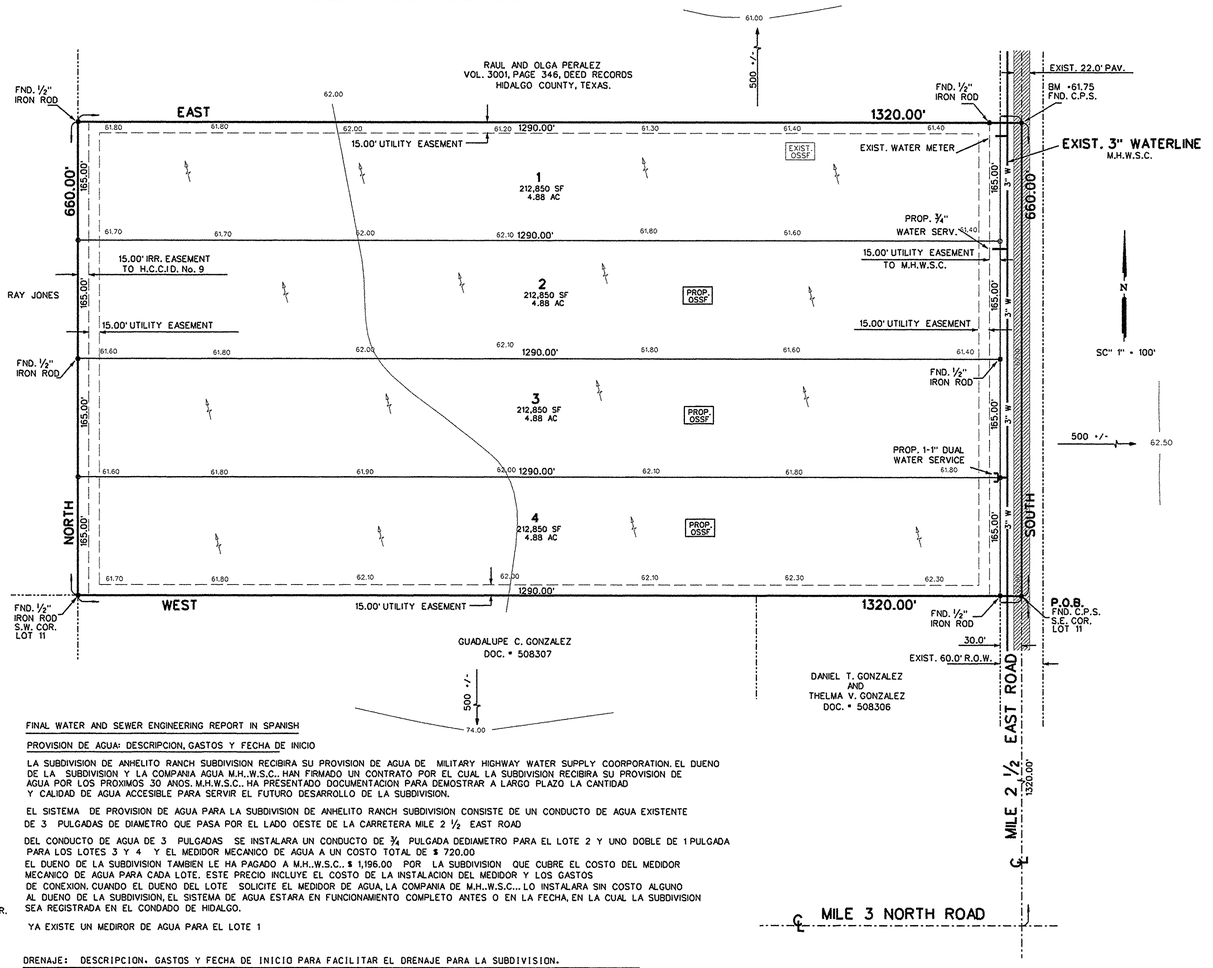
SEWAGE FACILITIES - SEPTIC SYSTEM IS ESTIMATED TO COST $1,350.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 4,500.00 FOR THE ENTIRE SUBDIVISION.



LOCATION MAP SCALE: 1"= 1320.0'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

ANHELITO RANCH SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED SOUTH EASTERLY HIDALGO COUNTY, ON THE EAST SIDE OF MILE 2 ½ EAST, ¼ MILE NORTH OF MILE 3 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MERCEDES (POPULATION OF 14,185 2005 CENSUS). ANHELITO RANCH SUBDIVISION LIES OUTSIDE THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MERCEDES UNDER LOCAL GOVERNMENT CODE § 212.001.



FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE ANHELITO RANCH SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE MILITARY HIGHWAY WATER SUPPLY COORPORATION. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA M.H..W.S.C.. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. M.H.W.S.C.. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE ANHELITO RANCH SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 3 PULGADAS DE DIAMETRO QUE PASA POR EL LADO OESTE DE LA CARRETERA MILE 2 ½ EAST ROAD

DEL CONDUCTO DE AGUA DE 3 PULGADAS SE INSTALARA UN CONDUCTO DE ¾ PULGADA DEDIAMETRO PARA EL LOTE 2 Y UNO DOBLE DE 1 PULGADA PARA LOS LOTES 3 Y 4 Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $ 720.00
EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A M.H..W.S.C.. $ 1,196.00 POR LA SUBDIVISION QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA,LA COMPANIA DE M.H..W.S.C.... LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

YA EXISTE UN MEDIROR DE AGUA PARA EL LOTE 1

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA LOTE . ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A GONZALEZ REG. #12258 HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $ 1,500.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSAS SEPTICAS HA SIDO INSTALADA EN EL PROCESO DE LA APROVACION FINAL.

EN CUALQUIER MOMENTO DESPUES QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALLACION DE UN SISTEMA SEPTICO ESCRIBIENDO O LLAMANDO AL DUENO DE LA SUBDIVISION Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACION PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SEPTICO. LAS FOSAS SEPTICAS DEBEN DE ESTAR INSTALLADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACION DE LUZ Y AGUA.

EL LOTE 1 YA TIENEN UN SYSTEMA SEPTICO EXISTENTE

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES). ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 1,916.00
DENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $ 4,500.00 PARA TODA LA SUBDIVISION

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS · GUILLERMO A. ARRATIA · 94001 · LICENSED PROFESSIONAL ENGINEER

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	JAVIER MARTINEZ	745 S. COLORADO AVE	MERCEDES, TEXAS. 78570	956-565-2763
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

DRAINAGE REPORT:

MAY 31, 2016
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA. P.E.

ANHELITO RANCH SUBDIVISION
HIDALGO COUNTY. TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON TH WEST SIDE OF MILE 2 ½ EAST ROAD ¼ MILE NORTH OF MILE 3 NORTH ROAD

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "C":
AREAS OF MINIMAL FLOODING
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0525 B
MAP REVISED: EFFECTIVE DATE: JANUARY 2, 1981

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HARLINGEN SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP D.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY UNDEVELOPED. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF (7.62 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE NORTH SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF FOUR RESIDENTIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 13.70 CFS, I HAVE CALCULATED THAT 42,603 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY A DRAINAGE EXISTING NATURAL LOW AREAS, AND OUTFALLING INTO THE RE-GRADED ROAD SIDE DITCH. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO AT THE TIME OF ISSUANCE OF BUILDING PERMIT.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A

THE SUBJECT TRACT LIES IN ZONE "C":
AREAS OF MINIMAL FLOODING
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0525 B
MAP REVISED: EFFECTIVE DATE: JANUARY 2, 1981
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS · GUILLERMO A. ARRATIA · 94001 · LICENSED PROFESSIONAL ENGINEER

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 1,916.00
SEPTIC TANK SYSTEM	$ 4,500.00
DRAINAGE	$ 000.00

DATE OF PREPARATION: MAY 31, 2016

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

SHEET 2 OF 2

INDEX TO SHEET OF ANHELITO RANCH SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS;
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.C.I.D. CERTIFICATION; H.C.C.I.D. No. 9 CERTIFICATE OF APPROVAL; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

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: 7-05-2016

PROPOSED J & M NO. 2 SUBDIVISION, PRECINCT No. 4.

ENGINEER: MELDEN & HUNT, INC. DEVELOPER: SYLVIA E. SALAZAR, MARIA SAN JUANA ESTEVIS, RAMIRO & MARISELA LOZANO

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 3 ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL 1 ☒ AGRICULTURE

LOCATION DESCRIPTION: NORTHEAST CORNER OF RAUL LONGORIA ROAD & ALBERTA ROAD.

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* EDINBURG *and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 4-12-2016 PROPERTY LIES WITHIN FLOOD ZONE: "B" AND "A & H " AS PER FEMA. ENGINEER HAS SUBMITTED A LOMR-F TO FEMA UNDER CASE No. 16-06-0781A TO REMOVE PROPOSED DEVELOPMENT OUT OF FLOOD ZONE "AH" AND CHANGE TO ZONE "B".

ROAD R.O.W. DEDICATION: 20.00 FT. ON RAUL LONGORIA ROAD.

H.C.R.O.W. PRELIMINARY APPROVAL DATE: 5-12-2016 By, JOE OCHOA, PCT. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: 5-10-2016 By, ELIZARDO "CHARDO" RAMOS Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: MEG ENGINEERS

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 6" LOCATION: EAST SIDE OF RAUL LONGORIA ROAD.

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 5-18-2016 : 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: _____, __

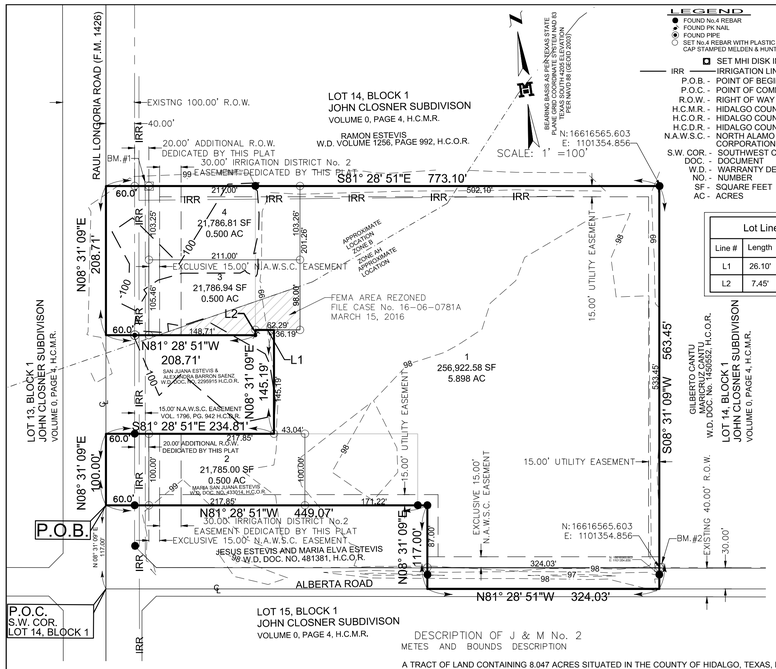
STAFF RECOMMENDS:

☒ **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.*



LEGEND

- FOUND No.4 REBAR
- FOUND PK NAIL
- FOUND PIPE
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- SET MHI DISK IN CONCRETE
- IRR ——— IRRIGATION LINE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- N.A.W.S.C. - NORTH ALAMO WATER SUPPLY CORPORATION
- S.W. COR. - SOUTHWEST CORNER
- DOC. - DOCUMENT
- W.D. - WARRANTY DEED
- NO. - NUMBER
- SF - SQUARE FEET
- AC - ACRES

Lot Line Table		
Line #	Length	Direction
L1	26.10'	N81° 28' 51"W
L2	7.45'	S08° 31' 09"W

SUBDIVISION MAP OF J&M No. 2

BEING A RESUBDIVISION OF 8.047 ACRES OUT OF LOT 14, BLOCK 1 JOHN CLOSNER et al SUBDIVISION VOLUME 0, PAGE 4, H.C.M.R. HIDALGO COUNTY, TEXAS.

INDEX TO SHEET OF J&M No. 2

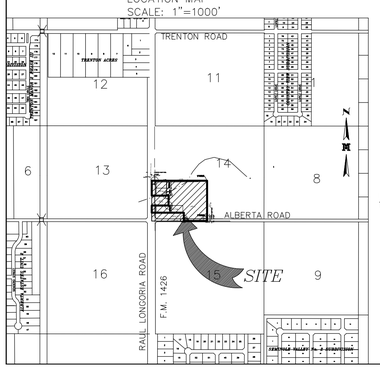
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SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS..

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

J&M No. 2 IS LOCATED IN THE SOUTH CENTRAL PART OF HIDALGO COUNTY AT THE NORTHEAST INTERSECTION WITH RAUL LONGORIA ROAD (F.M. 1426) AND ALBERTA ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY EDINBURG (POPULATION 77,100), J&M No. 2 LIES APPROXIMATELY 0.7 OF ONE MILE FROM THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ET.J) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021. THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

LOCATION MAP
SCALE: 1"=1000'



DESCRIPTION OF J & M No. 2
METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 8.047 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF LOT 14, BLOCK 1, JOHN CLOSNER ET AL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, HIDALGO COUNTY MAP RECORDS, WHICH SAID 8.047-ACRE TRACT CONSISTS OF: A CERTAIN (6.047-ACRE) TRACT CONVEYED TO SYLVIA E. SALAZAR BY VIRTUE OF WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2295915, HIDALGO COUNTY OFFICIAL RECORDS, A CERTAIN (1.00-ACRE) TRACT CONVEYED TO RAMIRO R. LOZANO AND MARISELDA SALAZAR LOZANO BY VIRTUE OF WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 1442003, HIDALGO COUNTY OFFICIAL RECORDS, A CERTAIN (1.00-ACRE) TRACT CONVEYED TO MARIA SAN JUANA ESTEVIS BY VIRTUE OF WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 433014, HIDALGO COUNTY OFFICIAL RECORDS, SAID 8.047 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 14, BLOCK 1;

THENCE, N 08°31' 09" E ALONG THE WEST LINE OF SAID LOT 14, BLOCK 1, AND WITHIN THE EXISTING RIGHT-OF-WAY OF RAUL LONGORIA ROAD - F.M. 1426, A DISTANCE OF 117.05 FEET TO THE WESTERNMOST SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS TRACT;

1. THENCE, N 08° 31' 09" E ALONG THE WEST LINE OF SAID LOT 14, BLOCK 1, AND WITHIN THE EXISTING RIGHT-OF-WAY OF RAUL LONGORIA ROAD - F.M. 1426, A DISTANCE OF 100.00 FEET TO AN OUTSIDE CORNER OF THIS TRACT;
2. THENCE, S 81° 28' 51" E ALONG THE SOUTH BOUNDARY LINE OF A CERTAIN (0.747-ACRE) TRACT CONVEYED TO SAN JUANA ESTEVIS AND ALEXANDRA BARRON SAENZ BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2295915, HIDALGO COUNTY OFFICIAL RECORDS, AT A DISTANCE OF 40.00 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING EAST RIGHT-OF-WAY LINE OF RAUL LONGORIA ROAD - F.M. 1426, CONTINUING A TOTAL DISTANCE OF 234.81 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
3. THENCE, N 08° 31' 09" E ALONG THE EAST BOUNDARY LINE OF SAID (0.747-ACRE) TRACT, A DISTANCE OF 145.19 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
4. THENCE, N 81° 28' 51" W ALONG A NORTHERN BOUNDARY LINE OF SAID (0.747-ACRE) TRACT, A DISTANCE OF 26.10 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
5. THENCE, S 08° 31' 09" W ALONG THE EAST BOUNDARY LINE OF SAID CERTAIN (1.00-ACRE) TRACT CONVEYED TO RAMIRO R. LOZANO AND MARISELDA SALAZAR LOZANO, A DISTANCE OF 7.45 FEET TO A NAIL FOUND, FOR AN OUTSIDE CORNER OF THIS TRACT;
6. THENCE, N 81° 28' 51" W ALONG A NORTH BOUNDARY LINE OF SAID (0.747-ACRE) TRACT, AT A DISTANCE OF 168.71 FEET PASS A PIPE FOUND ON THE EXISTING EAST RIGHT-OF-WAY LINE OF RAUL LONGORIA ROAD - F.M. 1426, CONTINUING A TOTAL DISTANCE OF 208.71 FEET TO THE WEST LINE OF SAID LOT 14, BLOCK 1, FOR AN OUTSIDE CORNER OF THIS TRACT;
7. THENCE, N 08° 31' 09" E ALONG THE WEST LINE OF SAID LOT 14, BLOCK 1, AND WITHIN THE EXISTING RIGHT-OF-WAY OF SAID RAUL LONGORIA ROAD - F.M. 1426, A DISTANCE OF 208.71 FEET TO THE NORTHWEST CORNER OF THIS TRACT;
8. THENCE, S 81° 28' 51" E ALONG THE SOUTH BOUNDARY LINE OF A CERTAIN (26.85-ACRE) TRACT CONVEYED TO RAMON ESTEVIS BY VIRTUE OF A WARRANTY DEED RECORDED IN VOLUME 1256, PAGE 992, HIDALGO COUNTY DEED RECORDS, AT A DISTANCE OF 40.00 FEET PASS A NO. 4 REBAR SET ON THE EXISTING EAST RIGHT-OF-WAY LINE OF RAUL LONGORIA ROAD - F.M. 1426, AT A DISTANCE OF 208.71 FEET PASS A NO. 4 REBAR FOUND CONTINUING A TOTAL DISTANCE OF 773.10 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16617102.813, EASTING: 1101435.678), FOR THE NORTHEAST CORNER OF THIS TRACT;
9. THENCE, S 08° 31' 09" W ALONG THE WEST BOUNDARY LINE OF A CERTAIN TRACT CONVEYED TO GILBERTO CANTU AND MARICRUZ CANTU BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 1450552, HIDALGO COUNTY OFFICIAL RECORDS, AT A DISTANCE OF 533.45 FEET PASS A NO. 4 REBAR SET (NORTHING: 16616565.603, EASTING: 1101354.856), ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF ALBERTA ROAD, AT A DISTANCE OF 543.33 FEET PASS A NO. 4 REBAR FOUND CONTINUING A TOTAL DISTANCE OF 563.45 FEET TO THE SOUTH LINE OF SAID LOT 14, BLOCK 1 FOR THE SOUTHEAST CORNER OF THIS TRACT;
10. THENCE, N 81° 28' 51" W ALONG THE SOUTH LINE OF SAID LOT 14, BLOCK 1, AND WITHIN THE EXISTING RIGHT-OF-WAY OF ALBERTA ROAD, A DISTANCE OF 324.03 FEET TO THE EASTERNMOST SOUTHWEST CORNER OF THIS TRACT;
11. THENCE, N 08° 31' 09" E ALONG THE EAST BOUNDARY LINE OF A CERTAIN (1.21-ACRE) TRACT CONVEYED TO JESUS ESTEVIS AND MARIA ELVA ESTEVIS BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 481381, HIDALGO COUNTY OFFICIAL RECORDS, AT A DISTANCE OF 20.00 FEET PASS A NO. 4 REBAR FOUND, AT A DISTANCE OF 30.00 FEET PASS A NO. 4 REBAR SET ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF ALBERTA ROAD, CONTINUING A TOTAL DISTANCE OF 117.00 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;
12. THENCE, N 81° 28' 51" W ALONG THE NORTH BOUNDARY LINE OF SAID (1.21-ACRE) TRACT, AT A DISTANCE OF 13.47 FEET PASS A NO. 4 REBAR FOUND, AT A DISTANCE OF 409.07 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING EAST RIGHT-OF-WAY LINE OF RAUL LONGORIA ROAD - F.M. 1426, CONTINUING A TOTAL DISTANCE OF 449.07 FEET TO THE POINT OF BEGINNING, AND CONTAINING 8.047 ACRES, OF WHICH 0.391 OF ONE ACRE LIE WITHIN THE RIGHT-OF-WAY OF RAUL LONGORIA - F.M. 1426 ROAD, AND 0.515 OF ONE ACRE LIE WITHIN THE RIGHT-OF-WAY OF ALBERTA ROAD, LEAVING A NET OF 7.141 ACRES OF LAND, MORE OR LESS.

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) 487-8256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

DRAWN BY: CIRO H. DATE:
SURVEYED, CHECKED BY: DATE:
FINAL CHECK: DATE:

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
	MARISELDA SALAZAR LOZANO LOT 3 & 4	RT. 14, BOX 368	EDINBURG, TEXAS 78539		
	RAMIRO R. LOZANO LOT 3 & 4	RT. 14, BOX 368	EDINBURG, TEXAS 78539		
	MARIA SAN JUANA ESTEVIS LOT 2	RT. 6, BOX 369	EDINBURG, TEXAS 78516		
OWNER:	SYLVIA E. SALAZAR LOT 1	1638 N. TOWER ROAD	ALAMO, TEXAS 78516		
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

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "AH" & "B". ZONE "B" AREAS BETWEEN LIMITS 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. PLAIN COMMUNITY-PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982.

ZONE "B" COMMUNITY-PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982. FLOOD ZONE "AH" WITHIN LOT 3 OF THIS SUBDIVISION HAS BEEN REMOVED AS A SPECIAL FLOOD HAZARD AREA DETERMINED BY LETTER OF MAP REVISION BASED ON FILL CASE NUMBER 16-06-0781A MARCH 15, 2016 THE AREAS WITHIN THE DRAINAGE EASEMENTS IS WITHIN THE 100-YEAR FLOOD PLAIN.
COMMUNITY-PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR 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 LOT 3 AREA OF THIS SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 50.00 FEET ALONG RAUL LONGORIA ROAD – F.M. 1426
FRONT 30.00 FEET ALONG ALBERTA ROAD
REAR: 15.00 FEET
SIDE: 6.00 FEET OR GREATER FOR EASEMENT

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 2, 3 AND 4. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. LOT 1 SHALL BE FOR AGRICULTURAL USE ONLY. LOT 1 IS FOR NONRESIDENTIAL AND NONCOMMERCIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS.

5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
-->B.M. NO. 1-ELEV. 100.80 N.G.V.D. 29 DESCRIPTIONS: MHI DISK SET IN 2'X2' CONCRETE SLAB AT THE NORTHWEST CORNER OF LOT 4 OF THIS SUBDIVISION. N:16617208.59, E:1100730.06.
-->B.M. NO. 2-ELEV. 98.30 N.G.V.D. 29 DESCRIPTIONS: MHI DISK SET IN 2'X2' CONCRETE SLAB AT THE SOUTHEAST CORNER OF LOT 1 OF THIS SUBDIVISION. N: 16615675.38, E:1101356.26.

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 11,876 CUBIC-FEET 0.273 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'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.

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. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE OF LOT 3. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1.ANCHORING OF SEPTIC TANK(S)
2.BACK FLOW VALVES
3.SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

13. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

14. SYLVIA E. SALAZAR, RAMIRO R. LOZANO, MARISELDA SALAZAR LOZANO AND MARIA SAN JUANA ESTEVIS , THE OWNER & SUBDIVIDER OF J&M No. 2, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

15. LOT 2 SHALL REMAIN IN ZONE "AH" AS LONG AS EXISTING RESIDENTIAL STRUCTURE STANDS IN PLACE. IF EXISTING STRUCTURE IS EVER DEMOLISHED, THE FINISHED ELEVATION TO THE NEW STRUCTURE MUST BE AT OR HIGHER THEN THE ESTABLISHED BFE OF 100.00.

16. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

17. TxDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED FOR LOT 3 PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO FM 1426 (RAUL LONGORIA ROAD). TxDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT.

18. ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON LOTS 3 MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

19. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH GRAD 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.

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF J&M No. 2 , WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 04-09-15, AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

FRED L. KURTH, R.P.L.S. # 4750 DATE: .
DATE SURVEYED: 04-09-15
T- 992, PAGE 8-11
SURVEY JOB No. 15053.08

STATE OF TEXAS — REGISTERED — FRED L. KURTH — 4750 — PROFESSIONAL — LAND SURVEYOR

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER 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

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF J&M No. 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ DAY OF _____ 20____.

HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF J&M No. 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____DAY OF _____, 20____.

ENVIRONMENTAL HEALTH DIVISION MANAGER

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIONS, 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 CENTER LINE 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 _____ 20 ____.

_____
SYLVIA E. SALAZAR

_____
MARIA SAN JUANA ESTEVIS

_____
RAMIRO R. LOZANO

_____
MARISELDA SALAZAR LOZANO

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 SYLVIA E. SALAZAR KNOWN TO ME TO BE

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

J&M NO.2 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS 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 6" DIAMETER WATER LINE RUNNING ALONG THE EAST RIGHT-OF-WAY OF RAUL LONGORIA ROAD AND AN EXISTING 2" DIAMETER WATER LINE RUNNING ALONG THE SOUTH RIGHT-OF-WAY OF ALBERTA ROAD. THE WATER SYSTEM FOR J&M No. 2 CONSISTS OF 2 WATER SERVICES AND 3 EXISTING WATER METERS.

WATER DISTRIBUTION FOR THE J&M No. 2 CONSISTS OF TWO –¾" DIAMETER SINGLE SERVICE LINES SERVES 2 LOTS. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $570.00, OR $285.00 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $793.24, WHICH COVERS THE $396.62 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES

SEWAGE FROM J&M No.2 WILL BE TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON LOTS 1 & 3. LOTS 2 AND 4 HAVE EXISTING HOMES AND SEPTIC TANKS. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A RAYMONDVILLE CLAY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM RAYMONDVILLE CLAY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS.

THE SUBDIVISION DRAINS WELL THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL ON LOTS 1 & 3. THE SUBDIVIDER WILL POST A LETTER OF CREDIT WITH THE FILING OF THIS FINAL PLAT WITH HIDALGO COUNTY TO COVER THE TOTAL SEPTIC SYSTEM COST OF $1,500.00. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT. AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF A SEPTIC SYSTEM BY WRITING OR CALLING THE SUBDIVIDER AND THEN FILING WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO CONSTRUCT A SEPTIC SYSTEM. IF ON A LOT BELONGING TO THE SUBDIVIDER NO SEPTIC SYSTEM HAS BEEN INSTALLED AS OF (JUNE 15, 2016) THEN THE SUBDIVIDER SHALL RENEW HIS/HER LETTER OF CREDIT WITH THE COUNTY. IF HE/SHE CHOOSES NOT TO RENEW THE LETTER OF CREDIT, THEN HE/SHE MUST OBTAIN THE PROPER PERMITS AND INSTALL ALL SEPTIC TANK SYSTEM BY (SEPTEMBER 15, 2016). IF THE DEVELOPER FAILS TO RENEW HIS/HER LETTER OF CREDIT OR INSTALL ALL SEPTIC TANKS BY THE AFOREMENTIONED DATES, THEN THE COUNTY IN ACCORDANCE WITH THE EXECUTED SUBDIVISION CONSTRUCTION AGREEMENT WILL INITIATE THE DRAW DOWN OF THE LETTER OF CREDIT TO INSTALL THE REMAINING SYSTEMS. IF ON A LOT BELONGING TO SOMEONE OTHER THAN THE SUBDIVIDER NO SEPTIC SYSTEM HAS BEEN INSTALLED AS OF (JUNE 15, 2016) THEN THE SUBDIVIDER WILL FIRST REMIND THE LOT OWNER OF THE AVAILABILITY OF THE SEPTIC SYSTEM.

UNLESS THE LOT OWNER THEN PROMPTLY INITIATES THE INSTALLATION OF THE SEPTIC SYSTEM BY NOTIFYING THE SUBDIVIDER AND FILING AN APPLICATION FOR A PERMIT TO CONSTRUCT THE SYSTEM, THE SUBDIVIDER WILL EXERCISE HIS/HER RETAINED RIGHT OF ENTRY AND HIS/HER OBTAINED POWER OF ATTORNEY SO THAT HE/SHE MAY INSTALL THE SEPTIC SYSTEM, OR SUBMIT TO THE COUNTY A RENEWAL OF THE LETTER OF CREDIT FOR THOSE SYSTEMS THAT HAVE NOT BEEN INSTALLED. AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. IN ANY EVENT, ALL SEPTIC SYSTEMS WILL BE INSTALLED ON EACH LOT BY (SEPTEMBER 15, 2016). UNLESS THE SUBDIVIDER RENEWS HIS/HER LETTER OF CREDIT TO COVER THE UNINSTALLED SEPTIC TANK SYSTEMS FOR AN ADDITIONAL TIME PERIOD AS APPROVED BY THE COUNTY OF HIDALGO. SEPTIC TANK SYSTEMS SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE EXISTING OSSF ON XXXXXXXXXXXX, 2015.

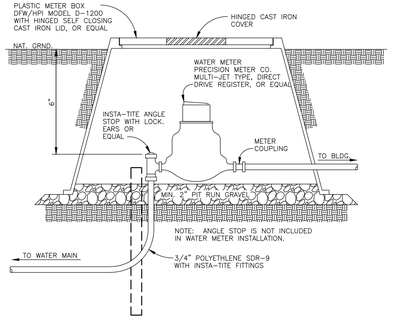
ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

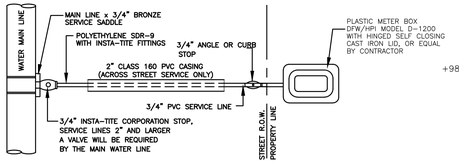
WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $1,543.24 WHICH EQUALS TO $ 771.62 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $1,500,00 FOR THE ENTIRE SUBDIVISION.

_____ _____
ENGINEER'S SIGNATURE DATE



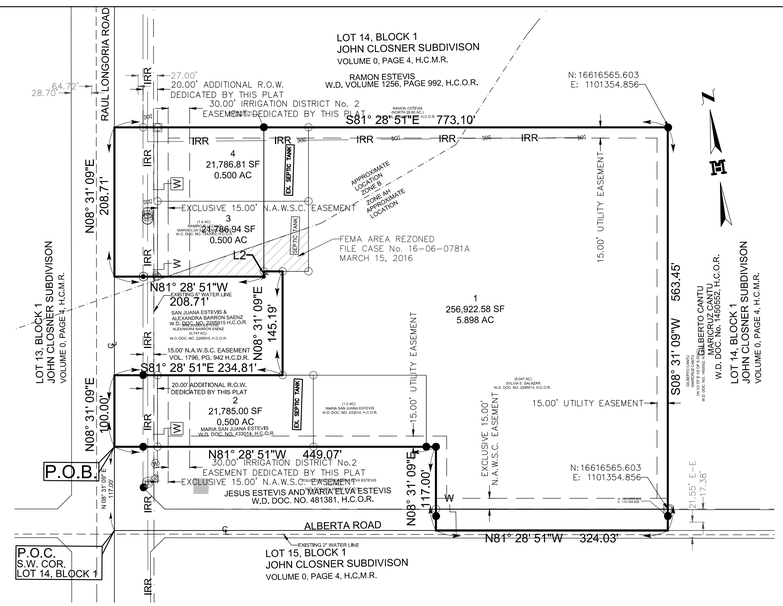
TYPICAL WATER METER INSTALLATION
N.T.S.



SINGLE WATER SERVICE CONNECTION
N.T.S.

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) 487-8256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947



SUBDIVISION MAP OF
J&M No. 2
BEING A RESUBDIVISION OF 8.047 ACRES
OUT OF LOT 14, BLOCK 1
JOHN CLOSNER et al SUBDIVISION
VOLUME 0, PAGE 4, H.C.M.R.
HIDALGO COUNTY, TEXAS.

COST ESTIMATE:

WATER DISTRIBUTION:	$ 570.00
SEPTIC TANK IMPROVEMENTS / OSSF:	$ 1,500.00

ESTIMACION DE COSTOS:

SERVICIO DE AGUA POTABLE:	$ 570.00
SERVICIO DE DRENAJE SANITARIO	$ 1,500.00

MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN J&M NO.2 RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN J&M NO.2 CONSISTE DE UN CONDUCTO DE AGUA DE 6 PULGADAS QUE PASA POR EL LADO ESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA RAUL LONGORIA ROAD. TAMBIÉN CONSISTE DE UN CONDUCTO DE AGUA DE 2 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO SUR DEL DERECHO DE VÍA DE LA CARRETERA ALBERTA ROAD. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN J&M NO. 2 CONSISTE DE DOS SERVICIOS DE AGUA

LA DESTRIBUCION DE AGUA A J&M No. 2 CONSISTE DE DOS. LOS CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA PARA DOS LOTE , LOS CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 570.00 O $ 285.00 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 793.24, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $396.62. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA LOS SOLARES 1 & 3. SOLARES 2 & 4 TIENEN FOSA SEPTICAS EN EXISTENCIA. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON DOS ES EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (RAYMONDVILL SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $ 1,500.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SÉPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL. EL DUEÑO SOMETERÁ UNA CARTA DE CRÉDITO JUNTO CON EL PLANO ORIGINAL AL CONDADO DE HIDALGO PARA CUBRIR EL COSTO TOTAL DE $ 1,500.00 PARA LA INSTALACIÓN DE TODAS LAS FOSAS SÉPTICAS. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSAS SÉPTICAS EN LA VENTA DEL SOLAR. A CUALQUIER MOMENTO QUE EL SOLAR HA SIDO VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALACIÓN DE LA FOSA SÉPTICA AVISANDO AL DUEÑO POR MEDIO DE UNA CARTA O UNA LLAMADA Y SOLICITADO EL PERMISO DE INSTALACIÓN DEL SISTEMA DE FOSAS SÉPTICAS CON EL DEPARTAMENTO DE SALUDO DEL CONDADO DE HIDALGO. SI EN UN SOLAR PERTENECIENTE AL DUEÑO DE LA SUBDIVISIÓN NINGUNA FOSA SÉPTICA HA SIDO INSTALADA A PARTIR DEL (EL 15, DE JUNO 2016), ENTONCES EL SUBDIVIDOR DEBE DE RENOVAR SU CARTA DE CRÉDITO CON EL CONDADO DE HIDALGO. SI EL/ELLA DECIDEN EN NO RENOVAR LA CARTA DE CRÉDITO, ENTONCES EL/ELLA DEBEN DE OBTENER LOS PERMISOS APROPIADOS PARA INSTALAR TODAS LAS FOSAS SÉPTICAS ANTES DE (EL 15 DE SEPTEMBRE 2016). SI EL SUBDIVIDOR FALLA EN RENOVAR SU CARTA DE CRÉDITO O DE INSTALAR TODOS LOS SISTEMAS SÉPTICOS HA LA FECHA YA INDICADA ANTERIORMENTE. ENTONCES EL CONDADO DE HIDALGO EN ACUERDO CON EL CONTRATO DE CONSTRUCCIÓN INICIARA EL RETIRO DE FONDOS PARA LA INSTALACIÓN DE LOS SISTEMAS PENDIENTES. SI EN UN SOLAR PERTENECIENDO HA ALGUIEN QUE SEA EL DUEÑO DE LA SUBDIVISIÓN NINGÚN SISTEMA SÉPTICO HA SIDO INSTALADO APARTAR DEL (EL 15, DE JUNO 2016) ENTONCES EL DUEÑO DE LA SUBDIVISIÓN PRIMERO LE RECORDARA AL DUEÑO DEL SOLAR LA DISPONIBILIDAD DEL SISTEMA SÉPTICO. AL MENOS QUE EL DUEÑO DEL SOLAR HA INICIADO LA INSTALACIÓN DEL SISTEMA SÉPTICO NOTIFICANDO AL DUEÑO DE LA SUBDIVISIÓN Y SOLICITANDO LA APLICACIÓN PARA LA INSTALACIÓN DEL SISTEMA. EL DUEÑO DE LA SUBDIVISIÓN EJERCERÁ SU DERECHO DE ENTRADA POR MEDIO DE UNA CARTA DE PODER PARA QUE EL/ELLA PUEDA INSTALAR EL SISTEMA SÉPTICO O EL RENOVAR DE LA CARTA DE CRÉDITO PARA ESOS SISTEMAS SÉPTICOS QUE A UN NO HAN SIDO INSTALADOS. DE CUALQUIER MANERA, LOS SISTEMAS SÉPTICOS SERÁN ENTALLADOS PARA (EL 15 DE SEPTEMBRE 2016). AL MENOS QUE EL DUEÑO DE LA SUBDIVISIÓN RENUEVE SU CARTA DE CRÉDITO PARA CUBRIR LOS SISTEMAS QUE NO SE HAN INSTALADO PARA UN TIEMPO ADICIONAL APROBADO POR EL CONDADO DE HIDALGO, LAS FOSAS SÉPTICAS TENDRÁN QUE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO LAS FOSAS SEPTICAS EXISTENTES Y HA APROBADO DESDE LA FECHA DE: XXXXX XX, 2016.

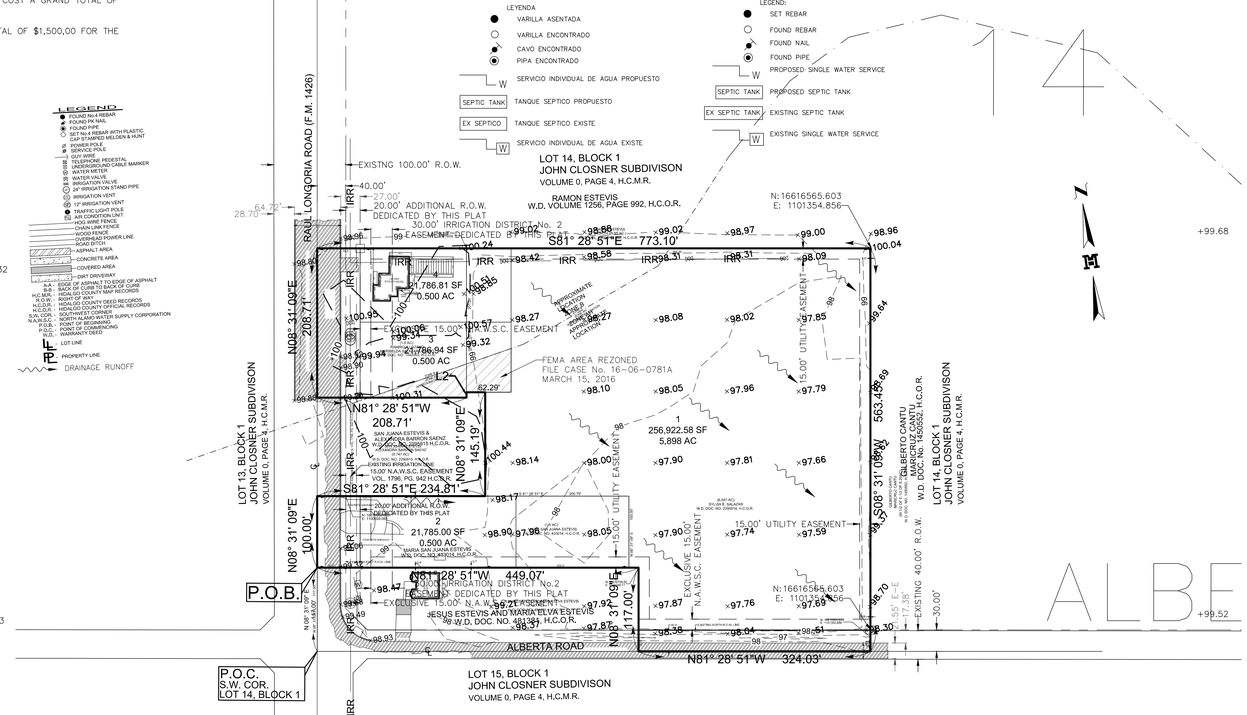
CERTIFICACIÓN:

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 $ 1,543.24 O $ 771.62 POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,500.00 A UN COSTO TOTAL DE $1,500.00 TODA LA SUBDIVISIÓN.

_____ _____
ENGINEER'S SIGNATURE DATE



DRAINAGE STATEMENT J&M No. 2

J&M NO. 2 IS AN 8.047 ACRES TRACT OF LAND OUT OF LOT 14, BLOCK 1 JOHN CLOSNER ET AL SUBDIVISION, EDINBURG, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 0, PAGE 4, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED AT THE NORTHEAST INTERSECTION OF RAUL LONGORIA (F.M. 1426) & ALBERTA ROAD WITHIN THE ETJ IF THE CITY OF EDINBURG. THE PROPERTY IS CURRENTLY RESIDENTIAL AND AGRICULTURAL LAND, LOT 1 SHALL BE FOR AGRICULTURAL USE, LOTS 2, 3 AND 4 SHALL BE FOR RESIDENTIAL USE. THIS PROPERTY IS LOCATED IN ZONE "B" AND ZONE AH IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0425 C, MAP REVISED NOVEMBER 16, 1982. ZONE "B" IS AN "AREA BETWEEN LIMITS OF THE 100–YEAR FLOOD AND 500–YEAR FLOOD; OR CERTAIN AREA SUBJECT TO 100–YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD". ZONE "AH" FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREA OF PONDING); BASE FLOOD ELEVATIONS DETERMINED. BFE ELEV. 100.00

THE SOILS ARE RAYMONDVILLE CLAY LOAM, WHICH IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. THIS SOIL IS IN HYDROLOGIC GROUP "C". (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS")

EXISTING RUNOFF IS BY SURFACE FLOW IN A SOUTHEASTERLY DIRECTION AND HAS A RUNOFF OF 6.67 C.F.S. DURING THE 10–YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE EXISTING DRAINAGE FOR J&M NO. 2 CONSISTS OF NATURAL LAND FLOW RUNOFF FROM LOTS 2, 3 & 4 INTO LOT 1. THE RUNOFF IN THE GREEN AREA SHALL BE ALLOWED TO EVAPORATE AND PERCOLATE INTO THE SOIL.

IN ACCORDANCE WITH THE CITY OF EDINBURG DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 25–YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 10,484 CUBIC FEET OF DETENTION WILL BE PROVIDED WITHIN THE GREEN AREA OF LOT 1 OF THIS SUBDIVISION.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C, MAP REVISED NOVEMBER 16, 1982, IS CONTAINED WITHIN THE GREEN AREA OF LOT 1 OF THIS SUBDIVISION.

_____ _____
MARIO A. REYNA PE #117368 DATE:

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COU

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: 7-05-2016

PROPOSED **CONCHAS** SUBDIVISION, PRECINCT No. **3.**

ENGINEER: **SOUTH TEXAS INFRASTRUCTURE GROUP** DEVELOPER: **MARIA CONCHAS**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **1** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST SIDE OF BENTSEN PALM DRIVE APPROXIMATELY ¼ MILE SOUTH OF MILE 3 NORTH ROAD.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of **MISSION** and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **5-11-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" C "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE IMPROVEMENTS WILL BE PROVIDED BY REGRADING BENTSEN PALM DRIVE.**

ROAD R.O.W. DEDICATION: **15.00 FEET ON BENTSEN ROAD.**

H.C.R.O.W. FINAL APPROVAL DATE: **6-17-2016** By, **VICTOR GALLARDO, PCT. 3** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **6-17-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD.

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **4"** LOCATION: **WEST SIDE OF BENTSEN ROAD.**

H.C.O.E.C. FINAL APPROVAL DATE: **6-17-2016** : 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: **6/07/2016**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **MISSION**.

☒ **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.*

CONCHAS SUBDIVISION

BEING A 1.80 OF AN ACRE TRACT OF LAND, SITUATED IN PORCION 50, OUT OF THE NORTH HALF OF LOT 138, BENTSEN GROVES SUBDIVISION, AS RECORDED IN VOLUME 7, PAGE 13, OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

I MARIA CONCHAS, AS OWNER OF THE 1.77 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CONCHAS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED 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 THE STATE STANDARDS

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS

(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

_____ _____
MARIA CONCHAS DATE
4119 N. BENTSEN PALM DR.
MISSION, TX 78574

THIS PLAT OF CONCHAS SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____DAY OF_____ 20___.

_____
CHAIRMAN

CITY OF MISSION CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CONCHAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

_____ _____
MAYOR CITY OF MISION DATE

_____ _____
ATTEST: CITY SECRETARY DATE

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

I, JULIO C. CERDA, A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, LICENSE NUMBER 90524, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

_____
JULIO C. CERDA, P.E.
LICENSED PROFESSIONAL ENGINEER, TEXAS LIC. NO. 90524

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

I, KURT SCHUMACHER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND ON _____ UNDER MY DIRECTION.

_____
KURT SCHUMACHER, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR # 6333
FIRM # _____
900 S. STEWART, SUITE 13
MISSION, TEXAS 78752

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 DISTRIT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSABILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

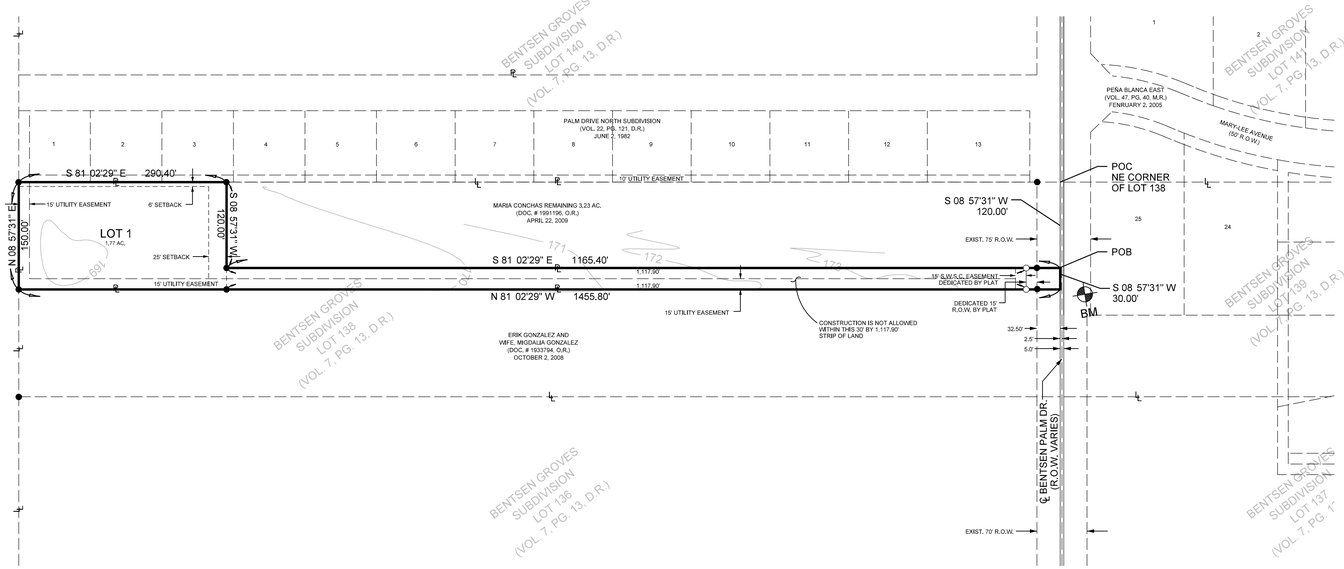
_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE

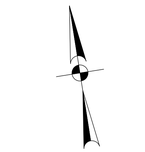
THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 ON THIS THE _____ DAY OF _____ 20___.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON IRRIGATION DISTRICT No. 6 RIGHT OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MAY HAVE WHETHER SHOWN OR NOT.

ATTIEST: _____
PRESIDENT

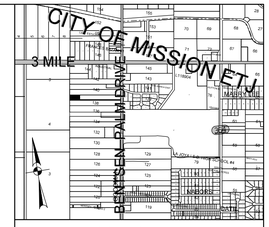
_____
SECRETARY





LEGEND:

CHAIN LINK FENCE	—○—
SET # 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."	○
FOUND IRON ROD	●
WOOD FENCE	—// —



LOCATION MAP
SCALE: 1:2000

GENERAL NOTES:

1. THIS PROPERTY IS LOCATED IN FLOOD ZONE C- AREAS OF MINIMAL FLOODING AS PER COMMUNITY PANEL NO. 480334 0400 C, REVISED NOVEMBER 16, 1982.

2. MINIMUM BUILDING SETBACK LINES:
FRONT SETBACK: 25 FEET FROM THE EAST LOT LINE INNER CORNER
SIDE SETBACK: 6.00' OR EASEMENT WHICHEVER IS GREATER
REAR SETBACK: 15.00' OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON THE LOT, THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS.

4. NO COMMERCIAL USE SHALL BE ALLOWED ON LOT 1,

5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE TOP OF CURB OR 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

BM-1 IS A SET 5/8" IRON PIN WITH PLASTIC CAP "ROWSS CONTROL"
ALONG THE EAST ROW LINE OF BENTSEN PALM DR.
N= 16620593.5970
E= 1028280.2400
ELEV.= 174.37

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 A TOTAL OF 1,616 CUBIC FEET 0.037 ACRE-FEET OF DETENTION IS REQUIRED FOR THIS SUBDIVISION.

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. 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 LOT.

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 EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13. MARIA CONCHAS, THE OWNER & SUBDIVIDER OF CONCHAS SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CONCHAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

SATE OF TEXAS
COUNTY OF HIDALGO

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CONCHAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____.

_____ _____
HIDALGO COUNTY JUDGE 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

METES AND BOUNDS

BEING A 1.80 OF AN ACRE TRACT OF LAND, SITUATED IN PORCION 50, OUT OF THE NORTH HALF OF LOT 138, BENTSEN GROVES SUBDIVISION, AS RECORDED IN VOLUME 7, PAGE 13, OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS, AND OUT OF A CALLED 5.0 ACRE TRACT OF LAND CONVEYED BY FINAL DECREE OF DIVORCE, DATED APRIL 22, 2009, TO MARIA CONCHAS, AS DESCRIBED IN DOCUMENT NO. 1991196 OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAID 1.80 OF AN ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 138;

1) THENCE, WITH THE BENTSEN PALM DRIVE AND THE EAST LINE OF SAID 5.0 ACRE TRACT OF LAND, S 08°57'31" W A DISTANCE OF 120,00 TO A MAG NAIL SET FOR A CORNER AND THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT OF LAND;

2) THENCE, CONTINUING WITH BENTSEN PALM DRIVE AND THE EAST LINE OF SAID LOT 138, S 08°57'31" W A DISTANCE OF 30.00 FEET TO A MAG NAIL SET FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

3) THENCE, DEPARTING BENTSEN PALM DRIVE, ACROSS AND THROUGH SAID LOT 138 WITH THE NORTH LINE OF A CALLED 5.0 ACRE TRACT OF LAND CONVEYED TO ERIK GONZALEZ, DATED OCTOBER 2, 2008, AS DESCRIBED IN DOCUMENT NO. 1933794 OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, N 81°02'29" W, AT A DISTANCE OF 32,50 FEET PASSING A ½" IRON ROD FOUND FOR THE WEST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, AT A DISTANCE OF 47,50 FEET PASSING A 5/8"IRON PIN WITH PLASTIC CAP STAMPED "ROWSS PROP. COR." SET FOR THE WEST PROPOSED RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, CONTINUING A TOTAL DISTANCE OF 1455.80 FEET TO A ½"IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

4) THENCE, WITH THE WEST LINE OF SAID LOT 138, N 08°57'31" E A DISTANCE OF 150,00 FEET TO A ½" IRON PIN FOUND FOR THE SOUTHWEST CORNER OF PALM DRIVE NORTH SUBDIVISION, AS RECORDED IN VOL. 22, PG. 121, OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

5) THENCE, WITH THE NORTH LINE OF SAID LOT 138 AND THE SOUTH LINE OF SAID PALM DRIVE NORTH SUBDIVISION, S 81°02'29" E, A DISTANCE OF 290,40 FEET TO A ½" IRON PIN FOUND FOR A CORNER;

6) THENCE, DEPARTING THE SOUTH LINE OF SAID PALM DRIVE NORTH SUBDIVISION, S 08°57'31" W A DISTANCE OF 120.00 FEET TO A ½"IRON PIN FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

7) THENCE, S 81°02'29" E, AT A DISTANCE OF 1117,90 FEET PASSING A 5/8"IRON PIN WITH PLASTIC CAP STAMPED "R.O.W. PROP. COR."SET IN THE WEST PROPOSED RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, AT A DISTANCE OF 1132,60 FEET PASS A ½"IRON PIN FOUND IN THE EXISTING WEST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, CONTINUING A TOTAL DISTANCE OF 1165.40 FEET TO THE **POINT OF BEGINNING** AND BEING A 1.80 OF AN ACRE TRACT OF LAND.

BEARING BASIS, TEXAS COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983.

LOCATION DESCRIPTION

CONCHAS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 3 IN THE WEST SIDE OF HIDALGO COUNTY, APPROXIMATE 950 FT SOUTH OF THE INTERSECTION OF MILE 3 (FM 1924) AND BENTSEN PALM DR. THE ONLY NEARBY MUNICIPALITY IS THE CITY MISSION, ACCORDING TO THE OFFICIAL MAP IN THE CITY OFFICE OF PLANNING AND ZONING (POPULATION 81,500), CONCHAS SUBDIVISION LIES APPROXIMATELY ½ MILE FROM THE CITY LIMITS OF MISSION AND IS WITHIN THE CITY'S 0 TO 3½ MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021 AND 212.001.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADRESS	CITY & ZIP	PHONE	FAX
OWNER:	MARIA CONCHAS	4119 N. BENTSEN PALM DR.	MISSION, TEXAS 78574	(956) 270-1342	
ENGINEER:	JULIO C. CERDA, P.E.	900 S. STEWART, STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116
SURVEYOR:	KURT SCHUMACHER, R.P.L.S.	900 S. STEWART, STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116

SOUTH TEXAS INFRASTRUCTURE GROUP
900 S. STEWART, SUITE 13
MISSION, TEXAS 78572
PH: (956) 424-3355
FAX: (956) 583-7116
TBPE REG. # 1500

SOUTH TEXAS INFRASTRUCTURE GROUP

CONCHAS SUBDIVISION

BEING A 1.80 OF AN ACRE TRACT OF LAND, SITUATED IN PORCION 50, OUT OF THE NORTH HALF OF LOT 138, BENTSEN GROVES SUBDIVISION, AS RECORDED IN VOLUME 7, PAGE 13, OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS.

WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY (DESCRIPTION, COST, AND OPERABILITY DATE:

CONCHAS SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE SHARYLAND WATER SUPPLY CORPORATION (S.W.S.C.). THE SUBDIVIDER AND S.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH S.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND S.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

CONCHAS SUBDIVISION ONLY HAS ONE LOT. S.W.S.C. HAS AN EXISTING 4"DIAMETER WATER LINE RUNNING ALONG THE WEST SIDE OF THE RIGHT-OF-WAY OF BENTSEN PALM DR. THE EXISTING WATER SYSTEM FOR CONCHAS SUBDIVISION CONSISTS OF AN EXISTING 4" DIAMETER LINE. FROM THE EXISTING 4", A ¾"DIAMETER SINGLE SERVICE LINE RUNS TO LOT 1 BEFORE GOING TO THE WATER METER BOX FOR THE LOT. THE 4"LINE, THE ¾"SINGLE SERVICE LINE AND THE METER BOX HAVE ALREADY BEEN INSTALLED, AT A TOTAL OF $500.00. IN ADDITION THE SUBDIVIDER HAS PAID S.W.S.C. THE SUM OF $2,135.00, WHICH COVERS THE COST OF THE 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 LOT IN THE SUBDIVISION TO S.W.S.C. UPON REQUEST BY THE LOT OWNER, S.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR LOT 1. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY S.W.S.C. AND SAID DISTRIBUTION SYSTEM OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATE

SEWAGE FROM CONCHAS SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND DRAIN FIELD ON LOT 1. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

LOT ONE IS AT LEAST ½ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM EXTENDING UP TO 36"BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24"OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,650.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST $1,650.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ONE OSSF ON 06/17/16.

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:
WATER FACILITIES- THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $2,635.00.
SEWAGE FACILITIES- SEPTIC SYSTEM IS ESTIMATED TO COST $1,650.00.

JULIO C. CERDA, P.E. DATE

REPORTE DE INGENIERIA DE AGUA Y DRENAJE

WATER SUPPLY (DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO):

LA SUBDIVISIÓN CONCHAS RECIBIRÁSU PROVISIÓN DE AGUA DE SHARYLAND WATER SUPPLY CORPORATION (S.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y S.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁSU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. S.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.

LA SUBDIVISIÓN CONCHAS SOLAMENTE TIENE UN LOTE. EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN CONSISTE DE UN CONDUCTO DE AGUA DE 4 PULGADAS QUE PASA POR EL LADO OESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA BENTSEN PALM. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN CONCHAS CONSISTE DE UN CONDUCTO SENCILLO DE ¾DE PULGADA DE DIÁMETRO. EL CONDUCTO DE ¾DE PULGADA DE DIÁMETRO Y EL MEDIDOR MECÁNICO DE AGUA TIENEN UN COSTO DE $500.00. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA S.W.S.C. $ 2,135.00, ESTE COSTO INCLUYE EL COSTO DE LA INSTALACIÓN DEL MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DEL LOTE SOLICITE UN MEDIDOR, LA COMPAÑÍA S.W.S.C. LO INSTALARÁSIN ALGÚN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁEN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARÁUNA FOSA SÉPTICA EN EL SOLAR. ESTA FOSA SÉPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

REPORTE DE EVALUACION DE SUELO:

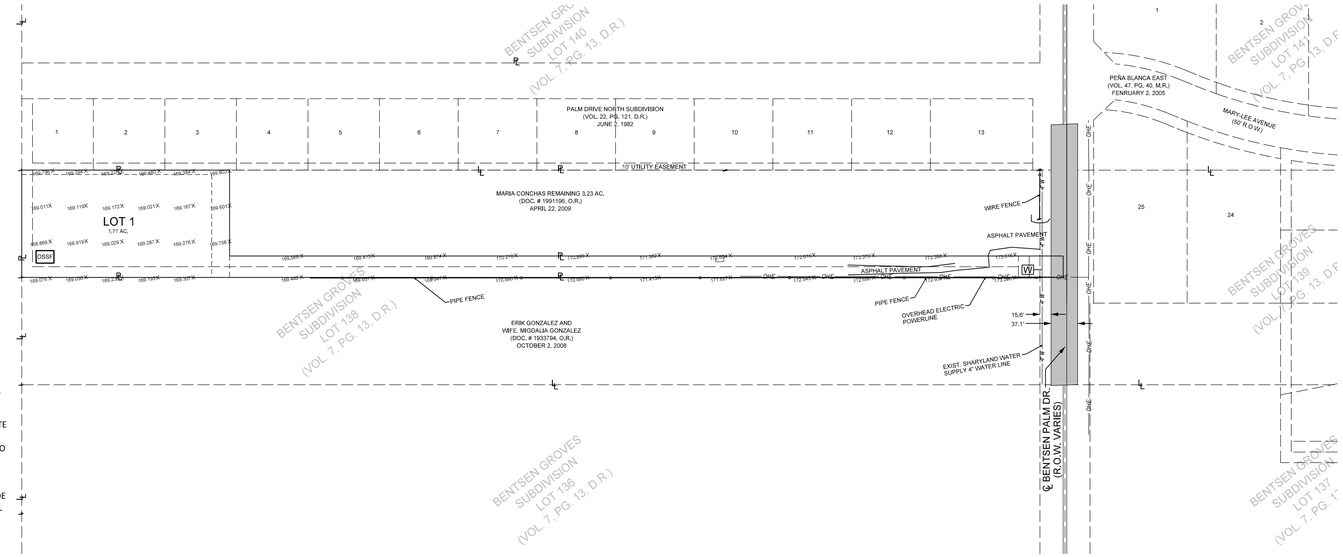
LOTE 1 MIDE MÁS DE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACIÓN EN LUGAR OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MÁS ARRIBA DE LO MÁS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ÉSTA ÁREA FLUYE BIEN.

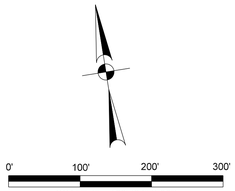
EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSA SÉPTICA ES DE $1,650.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS LA FOSA SÉPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACÓN FINAL A UN COSTO TOTAL DE $1,650.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO Y HA APROBADO LA INSTALACIÓN DE LA FOSA SÉPTICA DESDE 06/17/2016.

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DRENAJE, DESCRITOS EN ESTE DOCUMENT CUMPLEN CON LAS REGLAS GOBERNANDO LAS SUBDIVISIONES, ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SITEMAS DE AGUA Y DRENAJE SON:
AGUA- EL SISTEMA/SERVICIO DE AGUA SERÁINSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTAR UN TOTAL DE $2,635.00.
DRENAJE- SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,650.00.

JULIO C. CERDA, P.E. DATE





LEGEND:

- CHAIN LINK FENCE
- SET # 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."
- FOUND IRON ROD
- WOOD FENCE
- EXISTING PAVEMENT
- PROPOSED WATER METER [W]
- OVERHEAD ELECTRIC — OHE —



LOCATION MAP
SCALE: 1:2000

DRAINAGE REPORT

BEING 1.80 OF AN ACRE TRACT OF LAND, SITUATED IN PORCION 50, OUT OF LOT 138, BENTSEN GROVES SUBDIVISION, AS RECORDED IN VOLUME 7, PAGE 13, OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS, AND OUT OF A CALLED 5 AC. TRACT CONVEYED BY FINAL DECREE OF DIVORCE, DATED APRIL 22, 2009, TO MARIA CONCHAS, AS DESCRIBED IN DOCUMENT NO. 1991196 OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. THIS SUBDIVISION IS LOCATED APPROXIMATELY 1,000 FEET SOUTH OF THE INTERSECTION OF MILE 3 AND BENTSEN ROAD, WITHIN THE ETJ OF THE CITY OF MISSION. THIS WILL BE A 1 LOT RESIDENTIAL SUBDIVISION.

FLOOD PLAIN

THE PROPERTY IS IN ZONE "C", AREAS OF MINIMAL FLOODING AS PER COMMUNITY PANEL NO. 480334 0400 C, REVISED NOVEMBER 16, 1982.

SOIL CONDTIONS

ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, 100% OF THE SITE CONSISTS OF HIDALGO FINE SANDY LOAM, WITH 0 TO 1 PERCENT SLOPES, AND 25% CONSISTS OF HIDALGO FINE SANDY LOAM, WITH 1 TO 3 PERCENT SLOPES. THESE SOILS ARE WELL DRAINED, SURFACE RUNOFF IS NEGLIGIBLE, PERMEABILITY IS MODERATELY HIGH TO HIGH, AND THE WATER CAPACITY IS HIGH. THIS SOIL IS LISTED IN HYDROLOGIC GROUP B. SEE APPENDIX C.

EXISTING CONDITIONS

THE SUBJECT TRACT IS CURRENTLY UNDEVELOPED. TOPOGRAPHIC ELEVATIONS OBTAINED FROM THE SITE INDICATE THAT THE EXISTING TERRAIN HAS A VERY SLIGHT GRADE APPROXIMATELY (0-0.4%). IN ACCORDANCE WITH THE DRAINAGE POLICIES OF THE CITY OF MISSION AND COUNTY OF HIDALGO, THE RATIONALE METHOD, 10-YEAR FREQUENCY STORM EVENT WAS UTILIZED TO DETERMINE THE EXISTING STORM WATER RUNOFF FOR THIS SITE. THE TOTAL CONTRIBUTING 10-YEAR EXISTING STORM WATER RUNOFF FROM THIS SITE IS APPROXIMATELY 0.63 CFS FLOWING SOUTH AND WEST OF THIS PROPERTY

PROPOSED CONDITIONS

IN ACCORDANCE WITH THE CITY OF MISSION AND COUNTY OF HIDALGO DRAINAGE POLICY, THE PEAK RATE FOR RUNOFF FOR THIS DEVELOPMENT WILL BE MITIGATED TO THE EXISTING 10-YEAR STORM WATER RUNOFF. A TOTAL OF 1,616 CUBIC-FEET, OR 0.037 ACRE-FEET OF STORM WATER RUNOFF WILL BE REQUIRED TO BE DETAINED ON THE LOW SPOT GREEN AREAS ON THE WEST SIDE OF THE PROPERTY.

CERTIFICATION

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS PROPERTY LIES IN FLOOD ZONE "C", AREAS OF MINIMAL FLOODING AS PER COMMUNITY PANEL NO. 480334 0400 C, REVISED NOVEMBER 16, 1982.

JULIO C. CERDA, P.E. DATE

SUBDIVIDER CERTIFICATION:

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STANDARDS AND THAT (a) WATER QUALITY AND CONNECTION INCLUDING WATER METER TO THE LOT MEET SUCH STANDARDS AND (b) SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

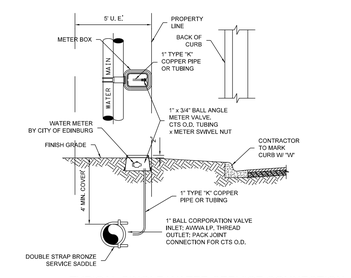
I MARIA CONCHAS SUBDIVIDER OF CONCHAS SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

MARIA CONCHAS DATE

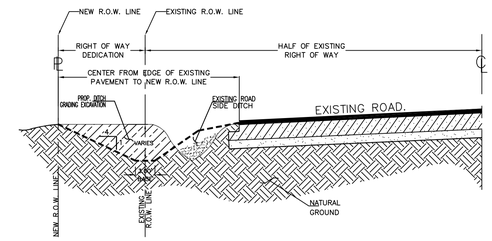
SATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARIA CONCHAS KNOWN TO ME BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE:_____ DAY OF _____ 20____.

NOTARY PUBLIC DATE
MY COMSTUART EXPIRES_____



TYPICAL SINGLE WATER SERVICE CONNECTION



RECONSTRUCTION OF ROAD SIDE DITCH

PRINCIPAL CONTACTS:

	NAME	ADRESS	CITY & ZIP	PHONE	FAX
OWNER:	MARIA CONCHAS	4119 N. BENTSEN PALM DR.	MISSION, TEXAS 78574	(956) 270-1342	
ENGINEER:	JULIO C. CERDA, P.E.	900 S. STEWART, STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116
SURVEYOR:	KURT SCHUMACHER, R.P.L.S.	900 S. STEWART, STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116

SOUTH TEXAS INFRASTRUCTURE GROUP

900 S. STEWART, SUITE 13
MISSION, TEXAS 78572
PH: (956) 424-3355
FAX: (956) 583-7116
TBPE REG. # 1500

SOUTH TEXAS INFRASTRUCTURE GROUP

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: 7-06-2016

PROPOSED ELLIS NO. 6 SUBDIVISION, PRECINCT No. 3 .

ENGINEER: SALINAS ENGINEERING DEVELOPER: GILBERT W. ELLIS

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 10 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: WEST OF DAVIS LANE APPROXIMATELY ¼ MILE NORTH OF MILE 4 ROAD.

SUBDIVISION LIES WITHIN THE: ☒*ETJ of MISSION and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 07-31-14 PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA.

DRAINAGE DESIGN: DRAINAGE WILL BE ACCOMPLISHED WITHIN THE LOW AREAS OF THE LOT AND OUT FALLING INTO A RE-GRADED ROAD SIDE DITCH ALONG DAVIS LANE.

ROAD R.O.W. DEDICATION: NO ROW DEDICATION IS REQUIRED. DAVIS LANE COMPLIES WITH H.C. MPO MAP

H.C.R.O.W. FINAL APPROVAL DATE: 2-23-16 By, VICTOR GALLARDO, PCT 3 R.O.W. AGENT

H.C.H.D APPROVAL DATE: 2-16-16 by: ELIZARDO "CHARDO" RAMOS, Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD.

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 4" LOCATION: EAST SIDE OF DAVIS LANE

H.C.O.E.C. FINAL APPROVAL DATE: 2-12-16: By MARTIN RAMIREZ, Director of Office of Environmental Compliance

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: 9/30/2014

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$3,500.00 For:* ☒FILLING STATION

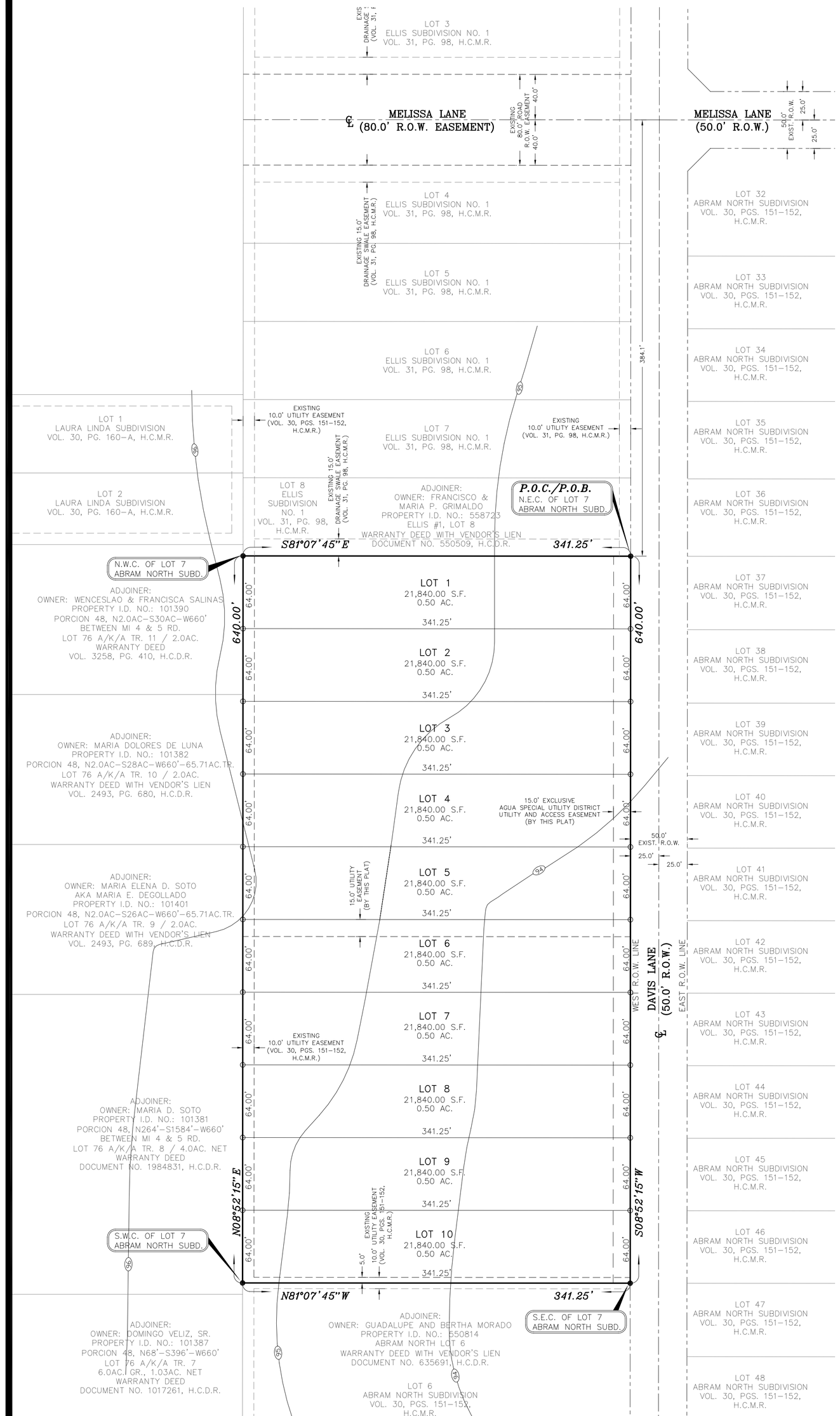
STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments and the approval of the City of MISSION.*

☒ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



ELLIS NO. 6 SUBDIVISION

HIDALGO COUNTY, TEXAS

BEING A 5.01 NET ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOT 7, ABRAM NORTH SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 30, PAGE 152 (1 OF 2), MAP RECORDS OF HIDALGO COUNTY, TEXAS.

SCALE: 1"=60'

LEGEND

- ● FOUND 1/2" IRON ROD
- ○ SET 1/2" IRON ROD
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS
- H.C.M.R. HIDALGO COUNTY MAP RECORDS

GENERAL PLAT NOTES:

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X".

   ZONE "X": AREAS DETERMINED TO BE OUTSIDE THE 500–YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER: 480334 0290 D EFFECTIVE DATE: JUNE 6, 2000.

   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT–OF–WAY ARE WITHIN THE 100–YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER 480334 0290 D, EFFECTIVE DATE JUNE 6, 2000, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN.

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. MINIMUM SETBACKS:
   FRONT: 25.0 FEET
   REAR: 15.0 FEET OR EASEMENT WHICHEVER IS GREATER.
   SIDE: 6.0 FEET OR EASEMENT WHICHEVER IS GREATER.
3. NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. NO COMMERCIAL USE SHALL BE ALLOWED ON ANY LOT.
5. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
6. THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   DESCRIPTION: TOP OF SPINDLE FOUND AT THE NORTHEAST CORNER OF ABRAM NORTH SUBDIVISION LOCATED IN THE CENTER OF BRUSHLINE ROAD,
   ELEV. = 93.90. N.G.V.D. 29
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 6.708.05 CUBIC–FEET OR 0.15 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.)
8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
9. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
10. ALL PUBLIC UTILITY 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. ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
    A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPERATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
    B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
    C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
13. WE, ALFREDO RODRIGUEZ AND JUAN RODRIGUEZ, JR., THE OWNERS & SUBDIVIDERS OF ELLIS NO. 6 SUBDIVISION, RETAIN A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.
14. CLEARANCES FOR WATER METERS:
    AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECIEVING A CLEARANCE FOR WATER METER(S).
15. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT IS DETERMINED AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
16. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL A DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NOT LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.
17. ANY ADDITION TO AN EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ANY LOT MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.
18. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOTS ARE MONUMENTED BY 1/2 INCH WIDE BY 18 INCH LONG IRON RODS.

FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

THIS PLAN IS HEREBY APPROVED BY THE IRRICATION DISTRICT NO. 6 SUBJECT TO THE CONDITION THAT THE SUBDIVIDER WILL PROVIDE DOMESTIC WATER SYSTEM TO DISTRIBUTE POTABLE WATER. THIS DISTRICT WILL PROVIDE ONLY IRRIGATION WATER WHERE DISTRIBUTING FACILITIES MUST BE CONSTRUCTED AND MAINTAINED AT THE EXPENSE OF THE OWNER AND CONSISTING OF PIPE LINES, VALVES, CHECK GATES TO BE CONNECTED TO THE NEAREST DISTRICT FACILITY.

DATED THIS THE ____ DAY OF _____ A.D. 2014

ATTEST: _____ SECRETARY BY: _____ PRESIDENT

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	ALFREDO RODRIGUEZ	1924 NEWPORT ST.	McALLEN, TEXAS 78501	(956) XXX–XXXX	(956) XXX–XXXX
OWNER:	JUAN RODRIGUEZ, JR.	1924 NEWPORT ST.	McALLEN, TEXAS 78501	(956) XXX–XXXX	(956) XXX–XXXX
ENGINEER:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682–9081	(956) 686–1489
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682–9081	(956) 686–1489

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON SEPTEMBER 11, 2014. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

STATE OF TEXAS
COUNTY OF HIDALGO

WE, ALFREDO RODRIGUEZ AND JUAN RODRIGUEZ, JR., AS OWNERS TO THE LAND SHOWN ON THIS PLAT DESIGNATED AS **ELLIS NO. 6 SUBDIVISION**, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC OR ENTITIES, ALL STREETS, WATER WAYS, WATER COURSES, ALLEYS, EASEMENTS, AND RIGHTS–OF–WAY HEREIN SHOWN FOR THE PURPOSE OF CONSIDERATION HEREIN EXPRESSED, AND, FURTHER, HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.032 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 440, 2000 EDITION, HAVE BEEN MET AND THAT:

(A.) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;

(B) SANITARY SEWER CONNECTIONS TO ALL LOTS OR SEPTIC TANKS MEET, OR WILL MEET, STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(D) GAS CONNECTIONS, IF AVAILABLE AND IF PROVIDED AS AN ALTERNATE SOURCE OF ENERGY, PROVIDED TO EACH LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

_____ _____

ALFREDO RODRIGUEZ
1924 NEWPORT ST.
McALLEN, TEXAS 78501

JUAN RODRIGUEZ, JR.
1924 NEWPORT ST.
McALLEN, TEXAS 78501

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2014.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES.

STATE OF TEXAS
CITY OF MISSION

THIS PLAT OF **ELLIS NO. 6 SUBDIVISION** HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2014

_____
CHAIRMAN

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **ELLIS NO. 6 SUBDIVISION** WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

_____ _____
MAYOR OF CITY OF MISSION DATE

ATTEST: _____ _____
CITY SECRETARY DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS **ELLIS NO. 6 SUBDIVISION** AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

_____
DAVID OMAR SALINAS, P.E.
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID O. SALINAS, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

_____
DAVID O. SALINAS, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5782

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____ DATE: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF **ELLIS NO. 6 SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER ON _____, 2014.

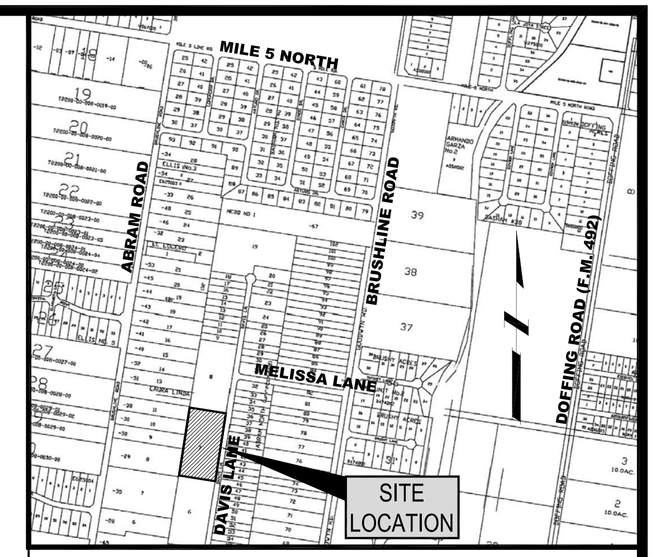
_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF **ELLIS NO. 6 SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE



LOCATION MAP SCALE : 1" = 1000'

ELLIS NO. 6 SUBDIVISION

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVE.
MCALLEN, TEXAS 78501

DATE PREPARED: SEPTEMBER 11, 2014

PLAT SHEET 1 OF 2

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

ELLIS NO. 6 SUBDIVISION IS LOCATED ON THE SOUTHWEST CORNER NEAR THE INTERSECTION OF MELISSA LANE AND DAVIS LANE, APPROXIMATELY 400 FEET SOUTH OF MELISSA LANE. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 77,058 AS PER THE 2010 CENSUS). **ELLIS NO. 6 SUBDIVISION** DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF MISSION, IT IS WITHIN THE FIVE MILE EXTRATERRITORIAL JURISDICTION OF MISSION UNDER LOCAL GOVERNMENT CODE 42.021. PRECINCT No.3

METES AND BOUNDS DESCRIPTION

BEING A 5.01 NET ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOT 7, ABRAM NORTH SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 30, PAGE 152 (1 OF 2), MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 5.01 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID LOT 7 BEING FURTHER LOCATED ON INTERSECTION WITH THE WEST RIGHT–OF–WAY LINE OF DAVIS LANE, A 50.0 FOOT PUBLIC ROAD RIGHT–OF–WAY, FOR THE NORTHEAST CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 08 DEGREES 52 MINUTES 15 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 7 AND THE WEST RIGHT–OF–WAY LINE OF SAID DAVIS LANE, A DISTANCE OF 640.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID LOT 7 FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, NORTH 81 DEGREES 07 MINUTES 45 SECONDS WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 341.25 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID LOT 7 FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 08 DEGREES 52 MINUTES 15 SECONDS EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 7, A DISTANCE OF 640.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID LOT 7 FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, SOUTH 81 DEGREES 07 MINUTES 45 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 341.25 FEET TO THE **POINT OF BEGINNING**, CONTAINING 5.01 NET ACRES OF LAND, MORE OR LESS.

BEARING BASIS: WEST LINE OF SAID LOT 7.
N:\SUBDIVISIONPLATS\ELLISNO.6.SUBDIVISION\METESANDBOUNDS DESCRIPTION.061214

INDEX SHEET OF ELLIS NO. 6 SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES & BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION; AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; HIDALGO COUNTY HEALTH DEPT. CERTIFICATE OF APPROVAL; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER'S CERTIFICATE AND STATEMENT; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE.

SEA
SALINAS ENGINEERING & ASSOCIATES
(F–6675)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL — McALLEN, TEXAS 78501
(956) 682–9081 (956) 686–1489 (FAX)

SECOND SHEET

ELLIS NO. 6 SUBDIVISION

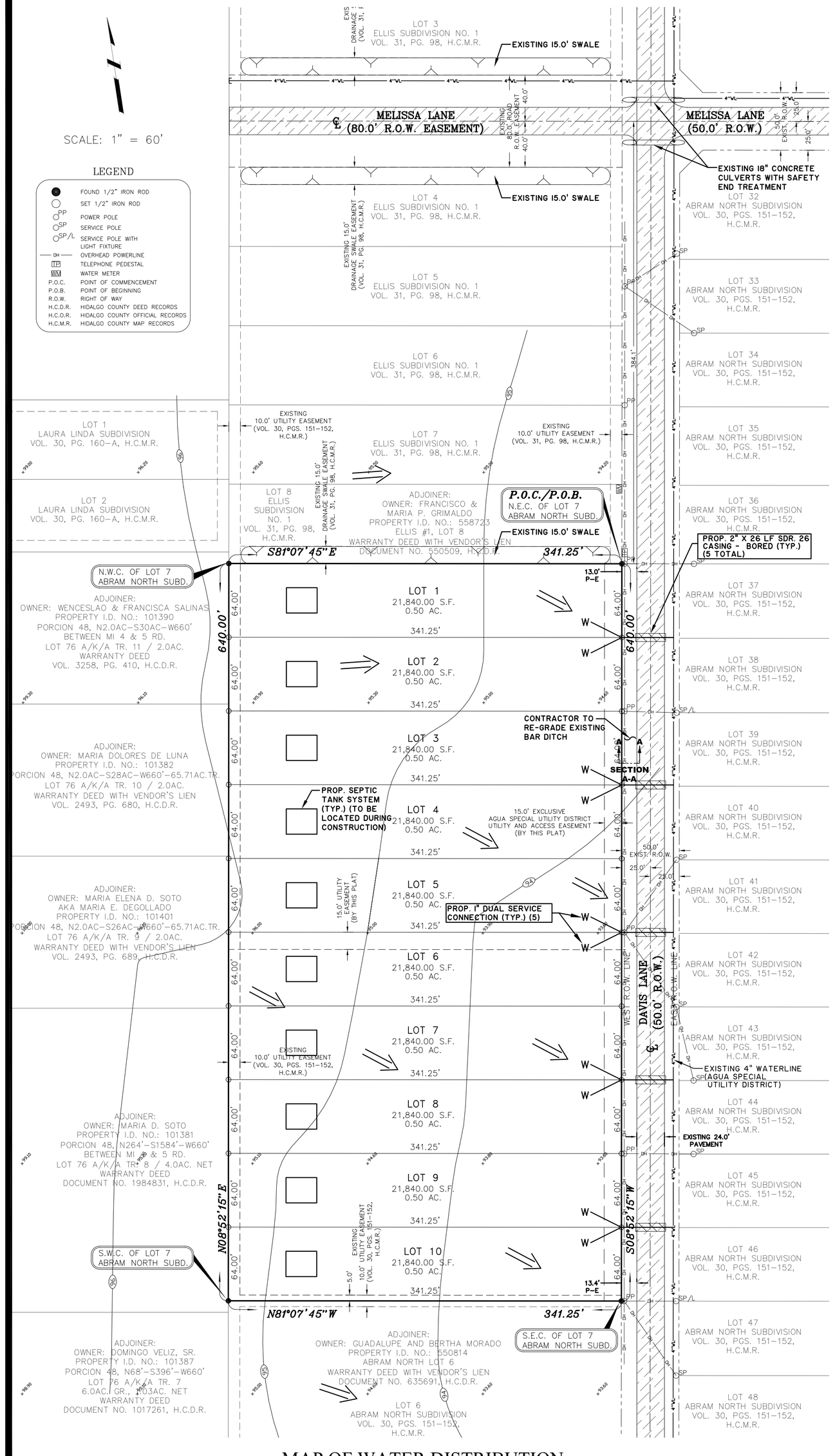
HIDALGO COUNTY, TEXAS

BEING A 5.01 NET ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOT 7, ABRAM NORTH SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 30, PAGE 152 (1 OF 2), MAP RECORDS OF HIDALGO COUNTY, TEXAS.

SCALE: 1" = 60'

LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD
- PP POWER POLE
- SP SERVICE POLE
- SP/L SERVICE POLE WITH LIGHT FIXTURE
- OH OVERHEAD POWERLINE
- TP TELEPHONE PEDESTAL
- WM WATER METER
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS
- H.C.M.R. HIDALGO COUNTY MAP RECORDS



MAP OF WATER DISTRIBUTION, SANITARY SEWER COLLECTION, TOPOGRAPHY, PAVING AND DRAINAGE

COST ESTIMATE CHART	
COST ESTIMATE	
PAVING IMPROVEMENTS:	$ NONE
DRAINAGE IMPROVEMENTS:	$ NONE
WATER DISTRIBUTION:	$ XX,XXX.XX
SANITARY SEWER IMPROVEMENTS/OSSF:	$ 15,000.00
ESTIMACION DE COSTO	
PAVIMENTACION DE CALLES:	$ NONE
DRENAJE PLUVIAL:	$ NONE
SERVICIO DE AGUA POTABLE:	$ XX,XXX.XX
SERVICIO DE DRENAJE SANITARIO:	$ 15,000.00

David Omar Salinas, P.E., R.P.L.S.
Salinas Engineering & Associates
2221 Daffodil Ave.
McAllen, Texas 78501
(956) 682-9081
(956) 686-1489 Facsimile
(956) 648-8899 Cell
dsalinas@salinasengineering.com

DRAINAGE REPORT
ELLIS NO. 6 SUBDIVISION
CITY OF MISSION, ETJ
HIDALGO COUNTY, TEXAS

July 23, 2014

Proposed Ellis No. 6 Subdivision is a re-plat of all of Lot 7, Abram North Subdivision, Hidalgo County, Texas (Volume 30, Page 152 – 1 and 2 of 2), and, consists of 5.01 Net Acres. The proposed re-plat is into 10 ½ acre residential lots. Said tract is located along the west side of Davis Lane between Mile 4 and Mile 5. Said proposed plat is within the extraterritorial jurisdiction of the City of Mission, Hidalgo County, Texas.

This site is covered by native vegetation consisting primarily of grass and some trees, with no development of any structures. The overall site is rectangular in shape and has 640.0 feet of frontage along Davis Lane and is 341.25 feet in depth. The property is vacant and un-developed with future proposed use as 36 acre residential lots – in keeping with the general character of this area is was assumed for the purpose of this report that each proposed lot would be improved with 1,500 square feet of impervious improvements for a total of 15,000 square feet.

The site is bound on the east by Davis Lane – a public roadway sitting on 50.0 feet of right-of-way. The roadway is a typical county roadway with 24 feet of asphalt improvements and no curb & gutter or storm sewer improvements. There is some roadway bar ditch improvements but they are generally in poor condition. Other lands to the north are occupied by Ellis No. 1 Subdivision and to the south and west by open tracts of land. There are no above ground canals or drainage ditches nearby. There nearest drainage ditch is approximately ½ mile north of this site and runs east to west north of the end of Davis Lane. There are single family homes located on the east side of Davis Lane along the entire frontage of this site.

The lands occupied by the proposed site are located in part within Zone "X" according to the FIRM dated June 6, 2000 – Community Panel No. 480334 0290 D. A review of Sheet 81 of the Soils Survey of Hidalgo County, Texas, reveals that the underlying conditions of the subject property consist of a Os clay loam complex with slopes between 0 and 1 percent. Such soils is somewhat poorly drained and surface runoff typically ponds with no surface runoff. Permeabilities are slow and the available water capacities are high.

Cross section elevations of the subject property reveal that drainage is via overland flow in an eastern direction toward Davis Lane at an average slope of 0.8795% over an average drainage run of approximately 341.25 feet. Upon reaching a saturated condition, runoff from site will likely pond. Runoff does not enter this site from Davis Lane. Drainage waters entering Davis Lane are carried away in a northerly direction by scare and poorly maintained bar ditches. These roadway bar ditches are excellent containment areas but only when shaped adequately and with maintenance up-keep.

In accordance with the drainage policies of the City of Mission and the County of Hidalgo, the subdivision shall be required to retain on-site the total volume of water created by the post-development of this property. Using an existing drainage coefficient of 0.20 and a future computed drainage coefficient of 0.25 (using a total of 15,000 square feet of impervious improvements), an average drainage run of 341.25 feet and an average slope of 0.8795, it was computed that the improved condition would produce an additional volume of 6,708.05 cubic feet (or 0.15 Acre-Feet) of drainage waters. This volume of water is for the entire proposed residential development.

The subdivider is required to limit the amount of off-site discharge from this site to a maximum of 10.92 CFS, the current drainage condition. Since the site is relatively equally sloped, each lot would have to detain a minimum of 670.81 cubic feet and that may be accomplished within garden or landscaped areas.

The developer shall provide improvements to Davis Lane by re-grading and forming like new the bar ditches along the frontage of this proposed subdivision. The proposed lots are large enough to accommodate on-site detention computed as approximately 671 cubic feet each. Most of that volume of water will likely be absorbed by natural means – natural percolation into the soil. The subdivider understands that the County planning department or possibly the City's Engineering department may require a grading plan or some other forms of proof on how the lot owner will comply with the detention of the minimum volume for each proposed lot during the building permit application process. This report only determines the volume to be detained by this development and computes the permissible rate of offsite discharge. Any such grading plan must illustrate how the minimum volumes of required detention shall be accomplished. In addition, it is also noted that off-site discharge from this re-subdivision may not exceed 10.92 CFS.

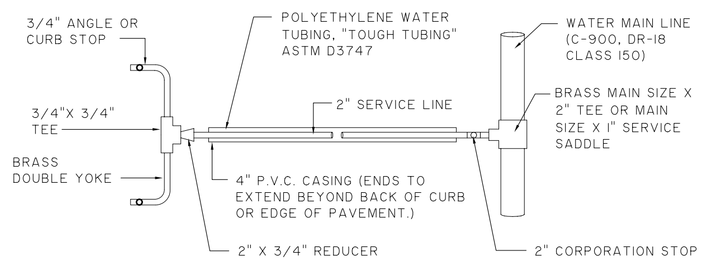
Aside from the re-grading of the bar ditch along the frontage of Davis Lane, no other drainage improvements to the roadway are planned at this time unless otherwise directed by the subdivision process. Lot owners will have to provide for culverts along Davis Lane for ingress/egress to each lot in accordance with the installation rules and regulations of the County of Hidalgo.

Date: July 23, 2014

CERTIFICATION

By my signature below, I certify that this subdivision lies in a Flood Zone "X" – Areas of minimal flooding. (No shading) (Community–Panel No. 480334 0290 D – Map Revised June 6, 2000)

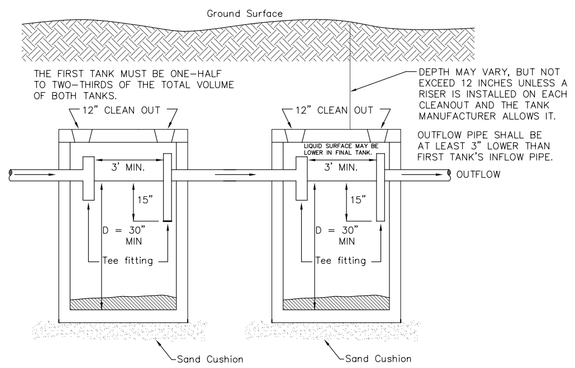
_____ _____
David Omar Salinas, DATE
Registered Professional Engineer #71973
Registered Professional Land Surveyor #5782



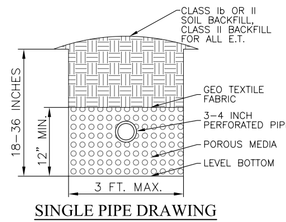
DOUBLE SERVICE CONNECTION
SCALE : N.T.S.

GENERAL NOTES:

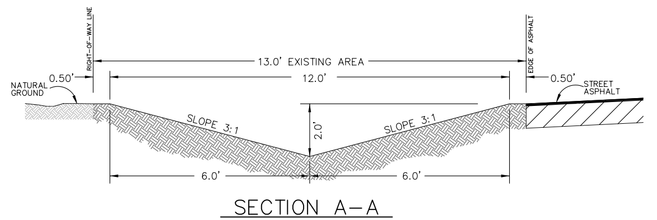
1. ON ALL SERVICE LINES GREATER THAN 1" (2" SCHEDULE 40), A 2" VALVE WILL BE REQUIRED.



TWO 500-GALLON SEPTIC TANKS IN SERIES
SCALE: N.T.S.



SINGLE PIPE DRAWING
ABSORPTIVE TRENCH
SCALE: N.T.S.



SECTION A-A
RE-GRADED BAR DITCH DETAIL
SCALE: N.T.S.

FINAL ENGINEERING REPORT FOR ELLIS NO. 6 SUBDIVISION :

BY DAVID O. SALINAS, P.E.

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

ELLIS NO. 6 SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY AGUA SPECIAL UTILITY DISTRICT (A.S.U.D.). THE SUBDIVIDER AND A.S.U.D. HAVE ENTERED INTO A CONTRACT IN WHICH A.S.U.D. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND A.S.U.D. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

A.S.U.D. HAS AN EXISTING 4" DIAMETER WATER LINE RUNNING ALONG THE EAST SIDE OF THE RIGHT-OF-WAY OF DAVIS LANE. THE WATER SYSTEM FOR ELLIS NO. 6 SUBDIVISION CONSISTS OF FIVE -1" DIAMETER DUAL SERVICE LINES RUNNING TO PAIRS OF LOTS BEFORE SPLITTING INTO 1" DIAMETER SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE DUAL SERVICES AND THE METER BOXES HAVE ALREADY BEEN INSTALLED. AT A TOTAL COST OF $XX,XXX.XX, OR $X,XXX.XX PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID A.S.U.D. THE SUM OF $XXXXX, WHICH COVERS THE $XXXX COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO A.S.U.D. UPON REQUEST BY THE LOT OWNER, A.S.U.D. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY A.S.U.D. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

THE LOCATION OF A FUTURE FILLING STATION (FIRE HYDRANT) SHALL BE DETERMINED BY AND BETWEEN THE HIDALGO COUNTY PLANNING DEPARTMENT AND AGUA SPECIAL UTILITY DISTRICT. THE SUBDIVIDER HAS ESCROWED TO THE HIDALGO COUNTY PLANNING DEPARTMENT THE AMOUNT OF $3,500.00 FOR SAID FUTURE FILLING STATION (FIRE HYDRANT).

SEWAGE FACILITIES DESCRIPTION: COST AND OPERABILITY DATES

SEWAGE FROM ELLIS SUBDIVISION NO. 6 WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF 15,000.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $XX,XXX.XX WHICH EQUALS TO $X,XXX.XX PER LOT.

SEWAGE FACILITIES - SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $15,000.00 FOR THE ENTIRE SUBDIVISION.

_____
ENGINEER'S SIGNATURE DATE

REPORTE FINAL DE INGENERIA PARA LA SUBDIVISION ELLIS NO. 6 SUBDIVISION :

BY DAVID O. SALINAS, P.E.

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO:

LA SUBDIVISIÓN ELLIS NO. 6 SUBDIVISION RECIBIRÁ SU PROVISIÓN DE AGUA DE AGUA SPECIAL UTILITY DISTRICT (LA COMPAÑÍA DE AGUA A.S.U.D.), EL DUEÑO DE LA SUBDIVISIÓN Y A.S.U.D. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. A.S.U.D. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN ELLIS NO. 6 SUBDIVISION CONSISTE DE UN CONDUCTO EXISTENTE DE AGUA DE 4 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA DAVIS LANE. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN ELLIS NO. 6 SUBDIVISION CONSISTE DE CINCO DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 1 DE PULGADA DE DIÁMETRO PARA CADA LOTE. LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO Y LAS CAJAS DE LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ XX,XXX.XX O $ X,XXX.XX POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA A.S.U.D. $ XXXX. O $ X,XXX.XX POR LOTE COMO ESTÁ DECORADO EN EL ACUERDO DE SERVICIO DE 30 AÑOS CUYA SUMA CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, COSTOS DE DERECHOS DE AGUA Y GASTOS DE MEMBRESÍA. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA A.S.U.D. LO INSTALARÁ SIN ALGÚN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

EL LUGAR DE UNA FUTURA ESTACION DE SERVICIO DE AGUA (BOCA DE INCENDIOS) SE DETERMINARA POR Y ENTRE EL DEPARTAMENTO DE PLANIFICACION DEL CONDADO DE HIDALGO Y LA COMPANIA DE AGUA A.S.U.D. EL DUENO DE LA SUBDIVISION HA HECHO UN DEPOSITO EN FIDEICOMISO CON EL DEPARTAMENTO DE PLANIFICACION DEL CONDADO DE HIDALGO POR LA CANTIDAD DE $3,500.00 PARA LA MENCIONADA FUTURA ESTACION DE SERVICIO DE AGUA (BOCA DE INCENDIOS).

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN:

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SÉTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON DOS ES EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $1,500.00 DOLARES, 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 $15,000.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSA SÉPTICAS Y AH APROVADO LA INSTALACION DE LAS FOSAS SÉPTICAS DESDE _____

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 $ XX,XXX.XX O $ X,XXX.XX POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,500.00 A UN COSTO TOTAL DE $15,000.00 TODA LA SUBDIVISIÓN.

_____
ENGINEER'S SIGNATURE DATE

SUBDIVIDER CERTIFICATION:

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH THE MINIMUM STATE STANDARDS AND THAT (a). WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b). SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENTS:

1.– WE, ALFREDO RODRIGUEZ AND JUAN RODRIGUEZ, JR., SUBDIVIDERS OF ELLIS SUBDIVISION NO. 6 HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____ _____ _____ _____
ALFREDO RODRIGUEZ DATE JUAN RODRIGUEZ, JR. DATE
1924 NEWPORT ST. 1924 NEWPORT ST.
McALLEN, TEXAS 78501 McALLEN, TEXAS 78501

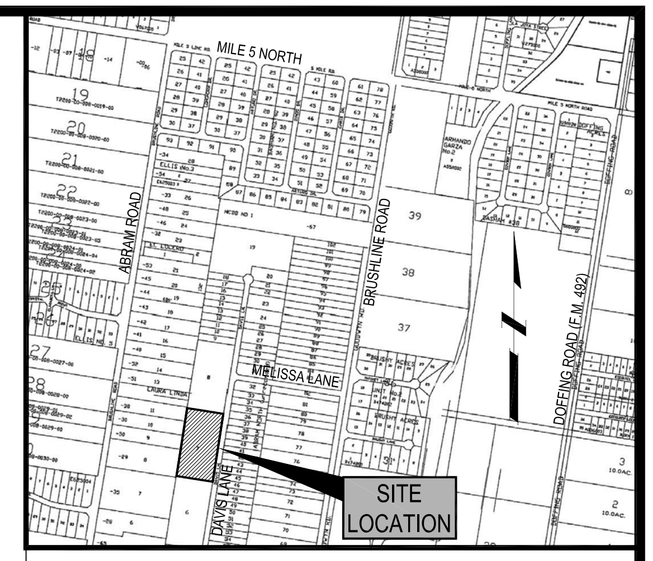
STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED,

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2014.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES: _____

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON SEPTEMBER 11, 2014. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.



LOCATION MAP SCALE : 1" = 1000'

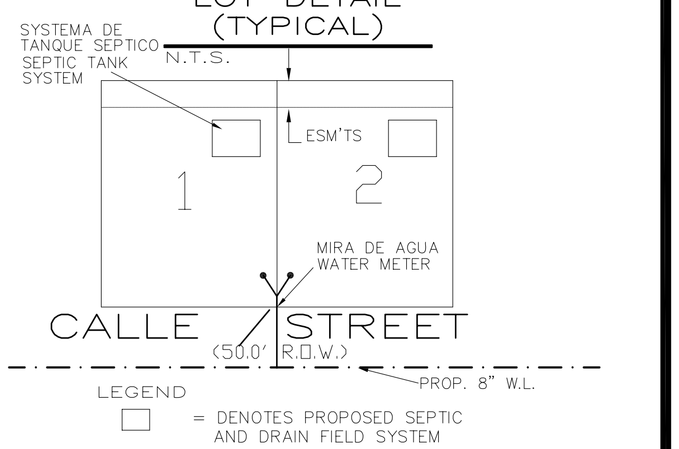
ELLIS NO. 6 SUBDIVISION

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVE.
MCALLEN, TEXAS 78501

DATE PREPARED: SEPTEMBER 11, 2014

PLAT SHEET 1 OF 2

LOT DETAIL (TYPICAL)



LEGEND

- ☐ = DENOTES PROPOSED SEPTIC AND DRAIN FIELD SYSTEM
- ✓ = DENOTES PROPOSED WATER METER LOCATION

SEPTIC TANK – 2–500 GALLON SYSTEM
SOIL ABSORPTION FIELD – 190 SQ. FT.
THIS IS BASED ON A 3 BEDROOM STRUCTURE

LEYENDA

- ☐ = DENOTA PROPUESTO SEPTICO Y SITEMA DE CAMPO DE DESAGUE
- ✓ = DENOTA MEDIDOR DE AGUA PROPUESTO

TANQUE SEPTICO – 2–500 SYSTEMA DE GALON
CAMPO ABSORPCION DE LA TIERRA– 190 SQ. FT.
ESTO SE BASE EN UNA ESTRUCTURA DE 3 DORMITORIOS.

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

INDEX SHEET OF ELLIS NO. 6 SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES & BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION; AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.

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: 7-05-2016

PROPOSED **JECCA** SUBDIVISION, PRECINCT No. **3.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **GORGONIO MORENO**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ___☐*SINGLE FAMILY ___☐*MULTI-FAMILY **1** ☒COMMERCIAL ___☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST OF BENTSEN PALM DRIVE APPROXIMATELY ½ MILE SOUTH OF MILE 3 NORTH ROAD.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **MISSION** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **1-15-15** PROPERTY LIES WITHIN FLOOD ZONE: **" C "** AS PER FEMA.

ROAD R.O.W. DEDICATION: **15 FEET ONTO BENTSEN PALM DRIVE.**

H.C.R.O.W. FINAL APPROVAL DATE: **6-07-16** By, **VICTOR GALLARDO, PCT. 3** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **N/A** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF WILL INSTALL AT BUILDING PERMIT STAGE.

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **4"** LOCATION: **BENTSEN PALM DRIVE**

H.C.O.E.C. FINAL APPROVAL DATE: **6-10-16** : 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: **1/05/2016**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **MISSION**.

☒ **Final Approval** *subject to recommendations other departments*

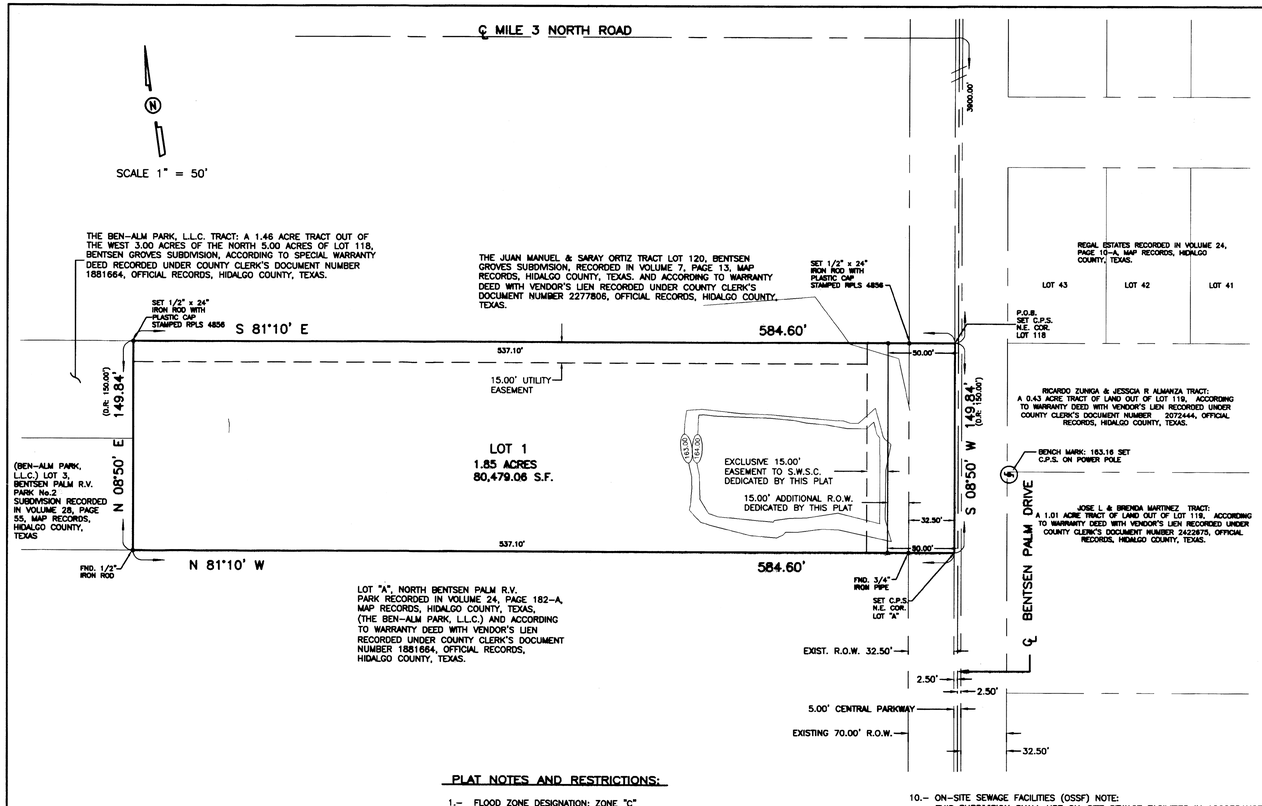
☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

JECCA SUBDIVISION

A 2.01 ACRE TRACT OF LAND OUT OF THE NORTH 5.0 ACRES OF LOT 118, BENTSEN GROVES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 13, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1539134, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING. (NO SHADING.)
COMMUNITY-PANEL NUMBER 480334 0400 C
MAP REVISED: NOVEMBER 16, 1982

2.– LEGEND ● – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

3.– SETBACKS:
FRONT: .....50.00'
REAR: .....15.00'
SIDE: 5.00
OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES.

4.– GENERAL NOTE FOR COMMERCIAL LOTS:
ALL LOTS SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. ALL LOTS ARE FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– ELEV=163.16 ON COTTON PICKER SPINDLE SET ON POWER POLE LOCATED ON THE EAST SIDE OF BENSTEN PALM DRIVE. N.A.V.D. 88 DATUM.

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 2,700.50 CUBIC -FEET 0.10 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.– 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 COMMERCIAL 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 INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

12.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

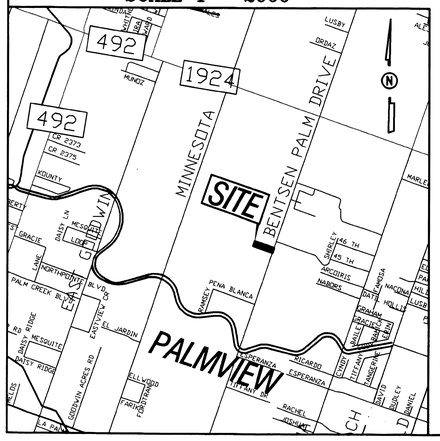
13.– AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER 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.

14.– GORGONIO MORENO & MARIA S. MORENO THE OWNER & SUBDIVIDER OF JECCA SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

15.– 5.0' SIDEWALK REQUIRED ALONG BENSTEN PALM DRIVE BY LOT OWNER AT BUILDING PERMIT STAGE.

16.– THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THE SUBDIVISION.

LOCATION MAP
SCALE 1"= 2000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

JECCA SUBDIVISION IS LOCATED IN MIDDLE HIDALGO COUNTY AT 3900.00 FEET WEST OF THE INTERSECTION OF BENTSEN PALM DRIVE AND MILE 3 NORTH ROAD THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION , ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 77,058), JECCA SUBDIVISION LIES APPROXIMATELY 1.14 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S THREE-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. IT LIES IN PCT. 3.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	BY: GORGONIO MORENO AND MARIA S. MORENO	5309 RANCH ROAD	MISSION, TX 78574		
ENGINEER:	EULALIO RAMIREZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

METES AND BOUNDS

A 2.01 ACRE TRACT OF LAND OUT OF THE NORTH 5.0 ACRES OF LOT 118, BENTSEN GROVES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 13, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1539134, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET WITHIN THE RIGHT OF WAY OF BENTSEN PALM DRIVE FOR THE NORTHEAST CORNER OF LOT 118 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°50' W, ALONG THE EAST LINE OF LOT 118, PARALLEL TO AND 2.50 FEET WEST OF THE CENTERLINE OF BENTSEN PALM DRIVE, A DISTANCE OF 149.84 FEET (DEED RECORD: 150.00 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF LOT "A", NORTH BENTSEN PALM R.V. PARK, RECORDED IN VOLUME 24, PAGE 182-A, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°10' W, ALONG THE NORTH LINE OF LOT "A", NORTH BENTSEN PALM R.V. PARK, PASSING A 3/4" IRON PIPE FOUND AT 32.50 FEET FOR THE WEST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, A TOTAL DISTANCE OF 584.60 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF BENTSEN PALM R.V. PARK No.2 SUBDIVISION (RECORDED IN VOLUME 28, PAGE 55, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°50' E, ALONG THE EAST LINE OF BENTSEN PALM R.V. PARK No.2 SUBDIVISION, PASSING AT 80.00 FEET THE NORTHEAST CORNER OF SAID BENTSEN PALM R.V. PARK No.2 SUBDIVISION AND THE SOUTHEAST CORNER OF THE BEN-ALM PARK, L.L.C. TRACT (A 1.46 ACRE TRACT OUT OF THE WEST 3.00 ACRES OF THE NORTH 5.00 ACRES OF LOT 118, BENTSEN GROVES SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1881664, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND CONTINUING ALONG THE EAST LINE OF SAID BEN-ALM PARK, L.L.C. TRACT, A TOTAL DISTANCE OF 149.84 FEET (DEED RECORD: 150.00 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF LOT 118 FOR THE NORTHEAST CORNER OF SAID BEN-ALM PARK, L.L.C. TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°10' E, ALONG THE NORTH LINE OF LOT 118, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 552.10 FEET FOR THE WEST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, A TOTAL DISTANCE OF 584.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.01 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LOT "A", NORTH BENTSEN PALM R.V. PARK, RECORDED IN VOLUME 24, PAGE 182-A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · REGISTERED PROFESSIONAL · ALFONSO QUINTANILLA · 4856 · LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

7-21-15
DATE

INDEX TO SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: CITY APPROVAL CERTIFICATE: MAYOR'S CERTIFICATE: ADMINISTRATOR'S CERTIFICATE: PLANNING & ZONING CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION: IRRIGATION DISTRICT No. 6 CERTIFICATION: HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION: REVISION NOTES.

SHEET 2.– MAP OF TOPOGRAPHY AND DRAINAGE, ENGINEER'S CERTIFICATION, MAP OF WATER DISTRIBUTION SYSTEM, ENGINEER'S CERTIFICATIONENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE WITH ENGINEER'S CERTIFICATION, CONSTRUCTION DETAILS, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES.

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

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

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, GORGONIO MORENO AND MARIA S. MORENO OWNER OF THE 2.01 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED JECCA 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.

GORGONIO MORENO
5309 RANCH ROAD
MISSION, TEXAS 78574
HIDALGO COUNTY, TEXAS

DATE:

MARIA S. MORENO
5309 RANCH ROAD
MISSION, TEXAS 78574
HIDALGO COUNTY, TEXAS

DATE: 2/10/16

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared Gorgonio Moreno and Wife, Maria S. Moreno, proved to me through their Texas Department of Public Safety Driver License to be the persons whose names are subscribed to the foregoing instrument, who, being by me first duly sworn, de-clared 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 10th day of February , 2016.

LILIA A. QUINTANILLA · Notary Public, State of Texas · My Commission Expires July 23, 2018

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
IRRIGATION DISTRICT No 6

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 ON THIS THE 21ST DAY OF MARCH , 2016

SECRETARY

PRESIDENT

CITY OF MISSION
PLANNING AND ZONING

THIS PLAT OF THE JECCA SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

6/10/16
DATE

CHAIRMAN PLANNING COMMISSION

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B), WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF JECCA SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR OF CITY OF MISSION — 6/13/16 DATE

ATTEST: CITY SECRETARY — 6/13/16 DATE

STATE OF TEXAS

COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · EULALIO RAMIREZ · 77062 · REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. No. 77062

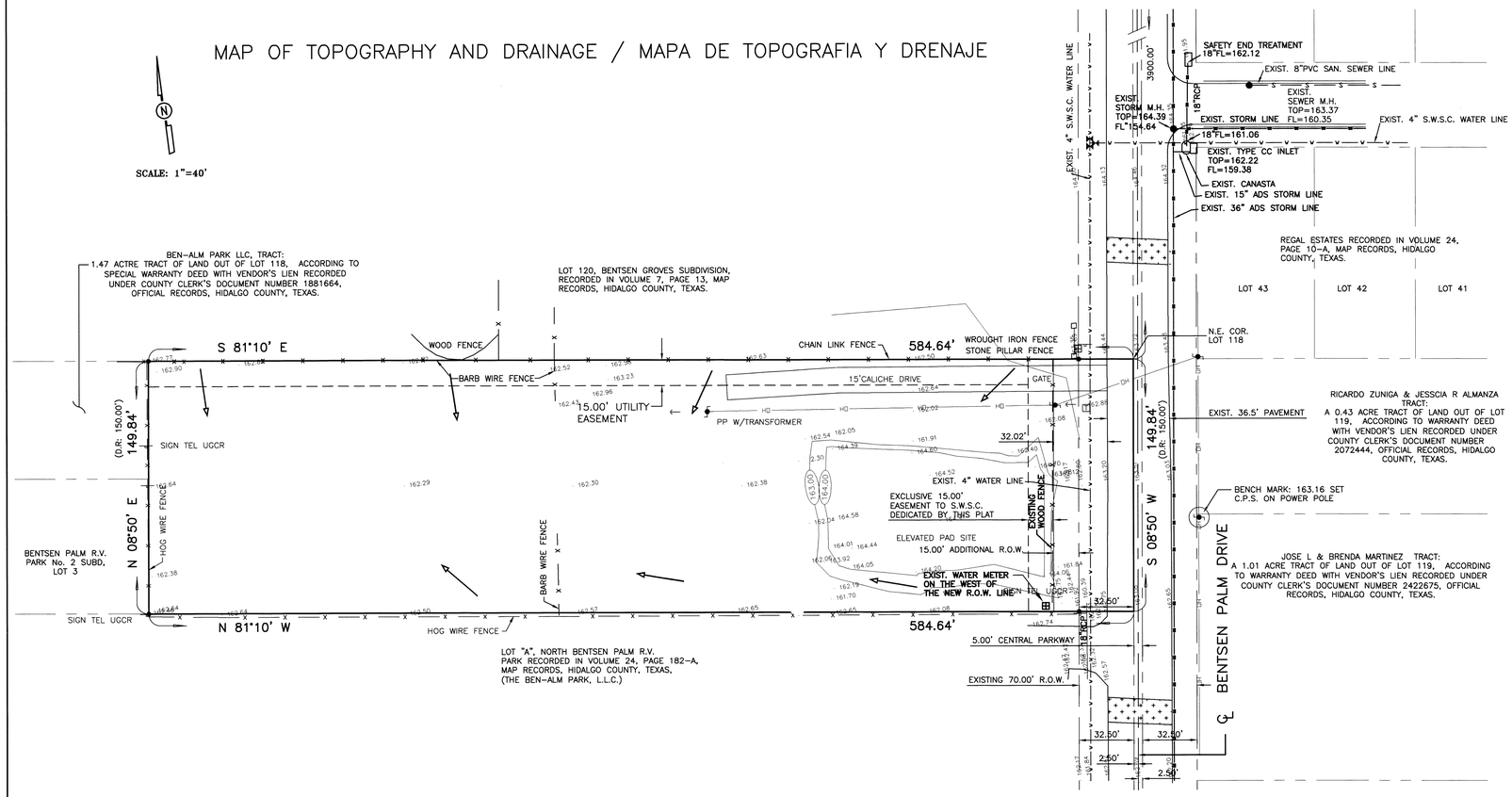
7-7-16
DATE

F:\DATA\SUBD\MISSION\JECCA SUBDIVISION\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
7-21-15	JESUS CANIZOS		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

JECCA SUBDIVISION

A 2.01 ACRE TRACT OF LAND OUT OF THE NORTH 5.0 ACRES OF LOT 118, BENTSEN GROVES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 13, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1539134, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE



DRAINAGE REPORT FOR
JECCA SUBDIVISION

Jecca Subdivision is a 2.01 acre tract of land out of the north 5.0 acres of Lot 118, Bentsen Groves Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 7, Page 13, map records, Hidalgo County, Texas, and according to warranty deed with vendor's lien recorded under county Clerk's Document number 1539134, official records, Hidalgo County, Texas. This subdivision is located on the west side of Bentsen Palm Drive approximately 3,900 feet south of Mile 3 North Road. This subdivision is located within the extra-territorial jurisdiction of the City of Mission. The site is agriculture. The proposed subdivision will consist of one residential lot.

The tract is Zone "C" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0400C, dated November 16, 1982.

The majority of the soil is sandy clay loam, and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of NP-23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 1.50 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 4.47 cubic feet per second for an increase of Q= 2.97 cubic feet per second. Detention will be 2,700.50 cubic feet (0.10 acre feet) in accordance with the County's drainage requirements and will be obtained within the large green areas located on the property.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "C" [AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN] AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0400 C (NOVEMBER 16, 1982) IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS
EULALIO RAMIREZ
77062
REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. 77062

5-31-16
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
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 2 OF 2 SHEETS	FILENAME : F:\DATA\SUBD\MISSION\JECCA SUBD\BPLATS			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	05-26-15	JULIS CVZS		
	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: 7-05-2016

PROPOSED **PUEBLO DE PALMAS NO.18** 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: **89** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST OF CESAR CHAVEZ ROAD APPROXIMATELY 800 FEET NORTH OF RAMSEYER 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 **9-4-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **STORM DRAINAGE SYSTEM DISCHARGING TO THE HCDD#1 DRAIN DITCH LOCATED NORTHEAST OF PROPOSED DEVELOPMENT. DETENTION HAS BEEN PROVIDED BY DRAIN DITCH WIDENING DURING CONSTRUCTION OF PUEBLO DE PALMAS PHASE 16.**

ROAD R.O.W. DEDICATION: **19.15 FEET ON TO CESAR CHAVEZ ROAD.**

H.C.R.O.W. FINAL APPROVAL DATE: **5-03-2016** By, **JESSE OZUNA, PCT. 4** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **N/A** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: **EDINBURG** LINE SIZE: **12"** LOCATION: **CESAR CHAVEZ ROAD.**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **CESAR CHAVEZ ROAD.**

H.C.O.E.C. FINAL APPROVAL DATE: **5-17-2016** : 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: **10/27/2015**

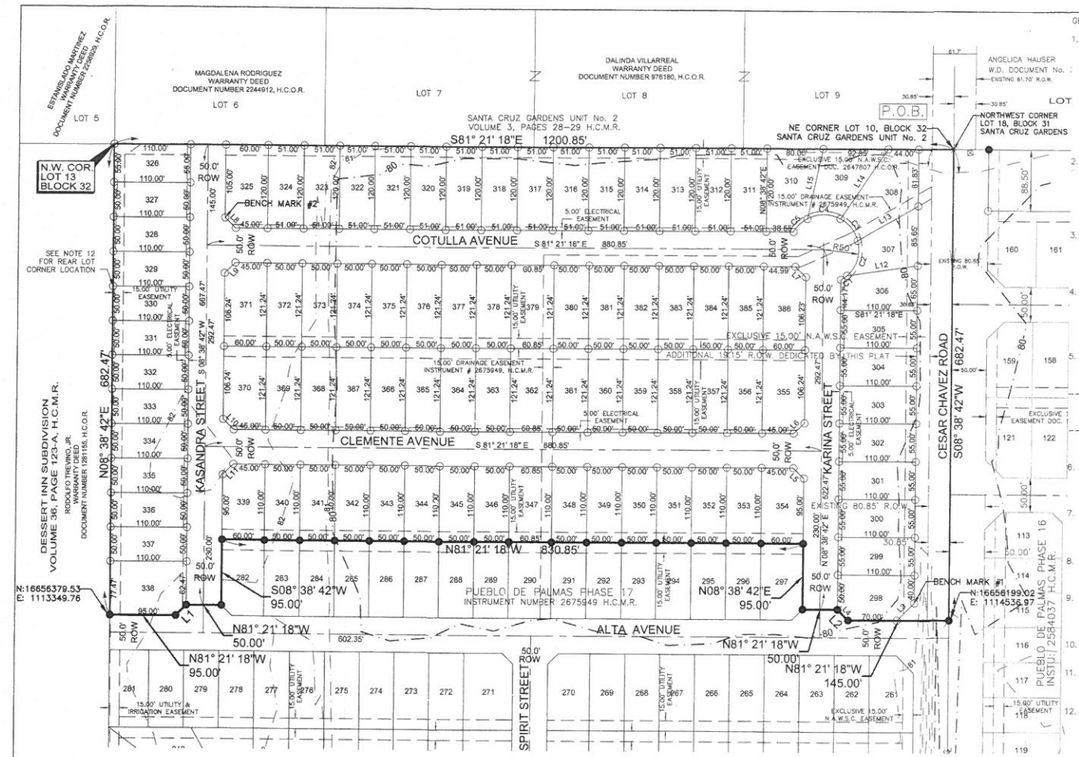
STAFF RECOMMENDS:

☐ **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*

☐ **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.*



GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED); ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. 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 NORTHEAST INTERSECTION OF CESAR CHAVEZ ROAD AND ALTA AVENUE LOCATED AT THE SOUTHEAST CORNER OF LOT 298 OF PUEBLO DE PALMAS PHASE 18 SUBDIVISION. ELEV. 80.50. N:16656359.86, E:1114510.85.

B.M. NO. 2 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE NORTHEAST INTERSECTION OF KASANDRA STREET AND COTULLA AVENUE LOCATED AT THE SOUTHWEST CORNER OF LOT 325 OF THIS SUBDIVISION. ELEV. 82.20. N:16656893.64, E:1114592.00.

6. THE EXISTING DRAINAGE FOR PUEBLO DE PALMAS PHASE 18 IS PART OF THE MASTER DRAINAGE PLAT FOR PUEBLO DE PALMAS PHASE 15 & 16 SUBDIVISION. THESE IMPROVEMENTS HAVE ALREADY BEEN CONSTRUCTED AS PER THE APPROVED DRAINAGE REPORT FOR PUEBLO DE PALMAS PHASE 15 & 16 SUBDIVISION.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. NO DRIVEWAY LOT ACCESS WILL BE ALLOWED FOR LOTS 298 THROUGH 308 ONTO CESAR CHAVEZ ROAD.

11. 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.

12. REAR LOT CORNERS FOR LOTS 326 THROUGH 338 WERE SET 10 FEET INSIDE LOT DUE TO FENCE ENCROACHMENT OF ADJOINER TRACT.

CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY

DATE: _____ CHAIRMAN PLANNING & ZONING COMMISSION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS PHASE 18 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____DAY OF_____, 20____

_____
ENVIRONMENTAL HEALTH DIVISION MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE, THE UNDER SIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS 18 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY

COMMISSIONERS COURT ON _____DAY OF_____ 20____.

_____
HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, 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 _____ 20____

_____
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 _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 20____

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: _____

CELESTINE STEWART
Notary Public
STATE OF TEXAS
Notary ID #5990740
Comm. Expires Aug. 20, 2017

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, J. GARY FRISBY, PRESIDENT OF JGF LAND CO. INC., GENERAL PARTNER OF JGF ENTERPRISES, L.P. AS OWNER OF THE 16.822 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PUEBLO DE PALMAS PHASE 18, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

JGF ENTERPRISES, L.P.

BY: _____ 5/26/16

J. GARY FRISBY, PRESIDENT, JGF LAND CO., INC. — DATE:
P.O. BOX 1000
MISSION, TEXAS 78573-1000

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY
PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 26 DAY OF May, 2016.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 8-20-2017

CELESTINE STEWART
Notary Public
STATE OF TEXAS
Notary ID #5990740
Comm. Expires Aug. 20, 2017

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.

_____ 5-31-16
FRED L. KURTH, PE # 54151
DATE PREPARED: SEPTEMBER 15, 2014
JOB No. (ENG.) 15104.00
BY: CIRO

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLAT AND DESCRIPTION OF THE PUEBLO DE PALMAS PHASE 18 WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND ON 7/15/13 BY ME OR UNDER MY SUPERVISION.

_____ 5-31-16
FRED L. KURTH, RPLS # 4750
DATE SURVEYED: 07-15-13
BOOK T-955, PGS. 5-6,9-10
JOB No. (SUR.) 13084.08

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

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

_____ 06/09/16
RAUL E. SESIN P.E., C.F.M. — DATE:
GENERAL MANAGER

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM.
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 18

BEING A RESUBDIVISION OF 16.677 ACRES
BEING PART OR PORTION OF LOTS 10 THROUGH 13, BLOCK 32
OUT OF SANTA CRUZ GARDENS UNIT No. 2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

BEARINGS BASED ON GRID NORTH OF TEXAS STATE PLANE GRID COORDINATE SYSTEM AND IS REFERENCED TO THE NAD 83 (2002) DATUM FOR MAG B (2002)

SCALE: 1"=100'

Curve Table						
Curve #	Delta	Length	Radius	Chord Direction	Chord Length	Tangent
C1	011° 52' 06"	10.36'	50.00'	N62° 42' 39"E	10.34'	5.20'
C2	053° 14' 58"	55.20'	50.00'	N25° 09' 07"E	52.44'	30.79'
C3	047° 09' 23"	41.15'	50.00'	N30° 03' 03"W	40.00'	21.82'
C4	056° 13' 20"	49.06'	50.00'	N81° 44' 25"W	47.12'	26.71'
C5	031° 30' 14"	27.49'	50.00'	S54° 23' 48"W	27.15'	14.10'

Lot Area Table		
Lot #	SQ. FT.	Area
298	6,725.08	0.154
299-305	6,050.00	0.139
306	6,249.02	0.143
307	5,895.09	0.135
308	8,656.32	0.199
309	6,866.48	0.158
310	7,852.88	0.180
311-324	6,120.00	0.140
325	7,087.61	0.163
326	6,050.00	0.139
327-337	5,500.00	0.126
338	8,409.44	0.193
339	6,487.50	0.149
340-346	5,500.00	0.126

Lot Area Table		
Lot #	SQ. FT.	Area
347	6,693.50	0.154
348-353	5,500.00	0.126
354	6,487.50	0.149
355	7,161.40	0.164
356-361	6,061.80	0.139
362	7,377.22	0.169
363-369	6,061.80	0.139
370	7,161.76	0.164
371	7,161.76	0.164
372-378	6,061.80	0.139
379	7,377.22	0.169
380-385	6,061.80	0.139
386	7,161.35	0.164

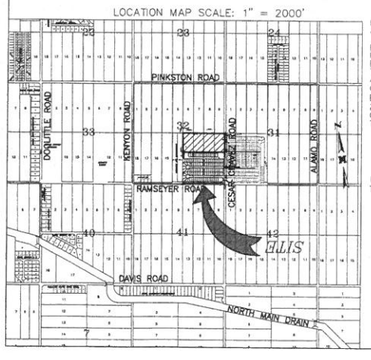
Lot Line Table		
Line #	Length	Direction
L1	21.21'	S53° 38' 42"W
L2	21.21'	N36° 21' 18"W
L3	35.36'	N53° 38' 42"E
L4	21.21'	N36° 21' 18"W
L5	21.21'	S36° 21' 18"E
L6	21.21'	S53° 38' 42"W
L7	21.22'	S36° 21' 18"E
L8	21.21'	N36° 21' 18"W
L9	21.21'	N53° 38' 42"E
L10	21.21'	N36° 21' 18"W
L11	21.21'	N53° 38' 42"E
L12	102.70'	S89° 37' 12"E
L13	100.18'	N68° 36' 53"E
L14	121.40'	N42° 33' 38"E
L15	103.43'	N20° 55' 45"E

LEGEND

- FOUND No.4 REBAR
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- SET PK NAIL

R.O.W. - RIGHT OF WAY
P.O.B. - POINT OF BEGINNING
N.E. COR. - NORTHEAST CORNER
N.W. COR. - NORTHWEST CORNER
S.W. COR. - SOUTHWEST CORNER
H.C.M.R. - HIDALGO COUNTY MAP RECORDS

LOCATION MAP SCALE: 1" = 2000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PUEBLO DE PALMAS PHASE 18, IS LOCATED IN THE MID-CENTRAL PART OF HIDALGO COUNTY ALONG THE WEST OF CESAR CHAVEZ ROAD, APPROXIMATELY 770.00 FEET NORTH OF RAMSEYER 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 18 LIES 2 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021. THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

INDEX TO SHEET OF PUEBLO DE PALMAS PHASE 18

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.O.D. No. 1; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; N.A.W.S.C. R.O.W. EASEMENT DEDICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION), WATER DETAILS;

SHEET 3: SANITARY SEWER LAYOUT; DETAILS

SHEET 4: MAP OF TOPOGRAPHY AND DRAINAGE; REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION, STREET DETAILS; STORM DRAINAGE CONSTRUCTION DETAILS;

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE, EDINBURG, TX. 78541 — OFF: (956) 381-0981, FAX: (956) 381-1839
227 N. F.M. 3167, RIO GRANDE CITY, TX. 78582 — OFF: (956) 487-8256, FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

DRAWN BY: CIRO DATE: 5-26-16
SURVEYED, CHECKED J. G. DATE: 5-26-16
FINAL CHECK _____ DATE: _____

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	JGF LAND CO. INC. 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

DESCRIPTION OF PUEBLO DE PALMAS PHASE 18

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 16.677 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF LOTS 10 THROUGH 13, BLOCK 32, SANTA CRUZ GARDENS UNIT No. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28-29, HIDALGO COUNTY MAP RECORDS, SAID 16.677 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL FOUND AT THE NORTHEAST CORNER OF LOT 10, SANTA CRUZ GARDENS UNIT No. 2 AND WITHIN THE RIGHT-OF-WAY OF CESAR CHAVEZ ROAD, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 08° 38' 42" W ALONG THE EAST LINE OF SAID LOT 10 AND WITHIN THE RIGHT-OF-WAY OF CESAR CHAVES ROAD, A DISTANCE OF 682.47 FEET TO A No. 4 REBAR FOUND (N: 16656199.02, E: 1114536.97) ON THE NORTHEAST CORNER OF PUEBLO DE PALMAS PHASE 17 ACCORDING TO THE PLAT THER OF RECORDED IN INSTRUMENT NUMBER 2675949, HIDALGO COUNTY MAP RECORDS, FOR THE SOUTHEAST CORNER OF THIS TRACT;

2. THENCE, N 81° 21' 18" W ALONG A NORTH LINE OF SAID PUEBLO DE PALMAS PHASE 17, A DISTANCE OF 145.00 FEET TO A NO. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;

3. THENCE, N 36° 21' 18" W A DISTANCE OF 21.21 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;

4. THENCE, N 81° 21' 18" W A DISTANCE OF 50.00 FEET TO A NO. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;

5. THENCE, N 08° 38' 42" E A DISTANCE OF 95.00 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;

6. THENCE, N 81° 21' 18" W A DISTANCE OF 830.85 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;

7. THENCE, S 08° 38' 42" W A DISTANCE OF 95.00 FEET TO A NO. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;

8. THENCE, N 81° 21' 18" W A DISTANCE OF 50.00 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;

9. THENCE, S 53° 38' 42" W A DISTANCE OF 21.21 FEET TO A NO. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;

10. THENCE, N 81° 21' 18" W A DISTANCE OF 95.00 FEET TO A NO. 4 REBAR FOUND (N: 1665637953, E: 1113349.76) WEST LINE OF LOT 13 AND THE NORTHWEST CORNER OF SAID PUEBLO DE PALMAS PHASE 17 FOR THE SOUTHWEST CORNER OF THIS TRACT;

11. THENCE, N 08° 38' 42" E ALONG THE WEST LINE OF SAID LOT 13 AND THE EAST LINE OF LOT 2, DESSERT INN SUBDIVISION ACCORDING TO THE PLAT THERE OF RECORDED IN VOLUME 36, PAGE 123A HIDALGO COUNTY MAP RECORDS, A DISTANCE OF 682.47 TO A No. 4 REBAR SET FOR THE NORTHWEST OF THIS TRACT;

12. THENCE, S 81° 21' 18" E ALONG THE NORTH LINE OF SAID LOTS 10-13, BLOCK 32, AT A DISTANCE OF 1170.00 FEET PASS THE WEST RIGHT-OF-WAY LINE OF CESAR CHAVEZ ROAD, CONTINUING A TOTAL DISTANCE OF 1200.85 FEET TO THE POINT OF BEGINNING, AND CONTAINING 16.677 ACRES OF LAND, MORE OR LESS.

FINAL WATER AND SEWER ENGINEERING REPORT FORMAT
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 18 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE EAST RIGHT-OF-WAY OF CESAR CHAVEZ ROAD WITHIN A N.A.W.S.C. EASEMENT DOC. No. 2495885 H.C.O.R & AN 8" WATER LINE ALONG THE NORTH RIGHT-OF-WAY OF ALTA AVENUE. THE WATER SYSTEM FOR PUEBLO DE PALMAS PHASE 18 CONSISTS OF 2-8" DIAMETER WATER LINE THAT CONNECTS TO THE EXISTING 8" WATER LINE PREVIOUSLY MENTION. 1-8" WATER LINE THEN RUNS NORTH ALONG THE WEST RIGHT-OF-WAY OF KARINA STREET THE RUNS WEST ALONG THE SOUTH RIGHT-OF-WAY OF COTULLA AVENUE CONNECTING TO AN 8" WATER LINE ALONG THE NORTHWEST CORNER OF LOT 371. ANOTHER 8" WATER LINE RUNS NORTH ALONG THE EAST RIGHT-OF-WAY OF KASANDRA STREET ENDING WITH A 2" FLUSH VALVE ALONG THE NORTHWEST CORNER OF LOT 325. ANOTHER 8" WATER LINE RUNS ALINE THE SOUTH RIGHT-OF-WAY OF CLEMENTE AVENUE CONNECTING TO THE TWO PREVIOUSLY MENTION WATER LINE AT THE NORTH EAST CORNER OF LOT 354 AND THE NORTHWEST CORNER OF LOT 339.

WATER DISTRIBUTION FOR THE PUEBLO DE PALMAS PHASE 18 CONSISTS OF FORTY-FOUR -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND ONE - ¾" DIAMETER SINGLE SERVICE LINES SERVICING 1 SINGLE LOT. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" WATER LINES, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 136,488.47, OR $ 1,118.75 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 132,750.00, WHICH COVERS THE $ 1,088.11 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 4 FIRE HYDRANTS AT A UNIT COST OF $ 3,500.00 FOR A TOTAL COST OF $ 14,000.00. 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.

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 18 WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF EDINBURG. THE SUBDIVIDER AND CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH CITY OF EDINBURG HAS PROMISED TO TREATE THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND 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.

CITY OF EDINBURG HAS AN EXISTING 8" SANITARY SEWER LINE ALONG THE SOUTH SIDE OF ALTA AVENUE RIGHT-OF-WAY. THE WASTEWATER SYSTEM FOR PUEBLO DE PALMAS PHASE 18 CONSISTS OF 2-8" SANITARY SEWER WHICH CONNECTS TO THE EXISTING 8" SANITARY SEWER LINE PREVIOUSLY MENTION. ONE 8" SANITARY SEWER LINES RUNNING NORTH ALONG THE EAST RIGHT-OF-WAY OF KARINA STREET THEN RUNS WEST ALONG THE NORTH RIGHT-OF-WAY OF COTULLA AVENUE ENDING WITH A 48" MANHOLE AT THE SOUTHEAST CORNER OF LOT 324. ANOTHER 8" SANITARY SEWER LINES CONNECT TO A 48" MANHOLE ALONG THE SOUTH RIGHT-OF-WAY OF ALTA AVENUE, RUNS NORTH ALONG THE WEST RIGHT-OF-WAY ENDING WITH A 48" MANHOLE AT THE NORTHEAST CORNER OF LOT 326, ANOTHER 8" SANITARY SEWER LINES CONNECT TO A 48" MANHOLE ALONG THE EAST RIGHT-OF-WAY OF KARINA STREET, AND RUNS WEST ALONG THE NORTH RIGHT-OF-WAY OF CLEMENTE AVENUE END WITH A 48" MANHOLE ALONG THE SOUTHEAST CORNER OF LOT 369. FROM THE 8" LINE, EIGHTY-NINE (89) 4" DIAMETER SEWER SERVICE LINES RUN FOR EACH LOT.

THE 8" LINES, 4" SERVICE LINE AND EIGHT (8) 48" SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $180,264.00 OR $ 1,477.57 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF EDINBURG THE SUM OF $ 11,305.00, WHICH COVERS THE $ 93.00 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE CITY OF EDINBURG THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE 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 $ 269,238.47 WHICH EQUALS TO $ 2,206.87 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 191,854.00 WHICH EQUALS TO $ 1,572.57 PER LOT.

Fred L Kurth 5-31-16
ENGINEER'S SIGNATURE DATE

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

LEGEND:
PROPOSED DUAL WATER SERVICE
PROPOSED SINGLE WATER SERVICE

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

LEYENDA
SERVICIO DOBLE DE AGUA PROPUESTO
SERVICIO INDIVIDUAL DE AGUA PROPUESTO

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH
PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 18 RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

N.A.W.S.C. TIENE UN CONDUCTO DE AGUA DE 8 PULGADAS DENTO UNA CONSECION EXCLUSIVO DE N.A.W.S.C. DOC. No. 2495885 H.C.O.R. EN EL LADO ESTE DE CESAR CHAVEZ ROAD, Y 1 LINEA DE AGRU DE 8 PULGADAS EXISTING NORTE DEL DERECHO DE VIA DE ALTA AVENUE. EL SISTEMA DE AGUA PARA PUEBLO DE PALMAS PHASE 18 CONSISTE DE DOS CONDUCTOS DE 8 PULGADAS ES CONECTAN A LA LINEA EXISTENTE PREVIAMENTE MENSIONADA. UNA LINEA CORREN AL NORTE EN EL LADO OWEST DE KARANA STREET LUEGO CORRE AL OESTE CONECTANDO A UNA LINEA DE 8 PULGADAS IN EL NADO NOROESTE DE LOTE 371. ORTA LINEA DE 8 PULGADAS CORRE AL NORTE EN EL LADO ESTE DE DERECHO DE VIA DE KASANDRA STREET TERMINANDO CON UNA VARVULA DE 2 PULGADAS. OTRA CONDUCTA DE 8 PULGADAS EN EL LADO SUR DEL DERECHO DE VIA DE CLEMENTE AVENUE SE CONNECTA A LAS CONDUCTAS PREVIAMENTE MANSIONADAS SE CONNECTAN EN LA ESQUINA DE LOTE 354 Y LA ESQUINA DE LOTE 339.

LA DESTIBUSION DE AGUA PARA PUEBLO DE PALMAS PHASE 18 CONSISTE DE QUARENTA-QUATRO DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIAMETRO PARA CADA DOS LOTES SE SEPARAN PARA PROVIDIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIAMETRO PARA CADA LOTE Y UN CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA UN LOTE. LOS CONDUCTOS DE 8 PULGADAS DE DIÁMETRO SE HAN INSTALADO, LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 136,488.47 O $ 1,118.75 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 132,750.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $1,088.11; ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARÁ SIN NINGÚN GASTO ADICIONAL. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 4 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 3,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $14,000.00. 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.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 18 RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE CITY OF EDINBURG. EL DUEÑO DE LA SUBDIVISIÓN Y LA CIUDAD DE EDINBURG HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. LA CIUDAD DE EDINBURG HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 18 CONSISTE DE UNA LINEA EXISTENTE DE 8 PULGADAS LOCALIZADO AL LADO SUR DEL DERICHO DE VIA DE ALTA AVENUE. EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO DE LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 18 CONSISTE DE DOS CONDUCTOS DE DRENAJE DE 8" DE DIÁMETRO QUE SE CONECTA AL LINEA EXISTENTE. UN CONDUCTO SE CONECTAN A UN ALCANTARILLA DE 48" Y CORRE AL NORTE EN EL LADO ESTE DE KARINA STREET LUEGO CORRE AL OESTE TERMINANDO CON UN ALCANTARILLA EN EL LADO SURESTE DE LOTE 324. ORTOS CONDUCTO SE CONECTAN A UN ALCANTARILLA DE 48" EN EL LADO NOROESTE DE LOTE 279 EN EL LADO SUR DE ALTA AVENUE CRUSADO AL NORTE TERMINANDO CON UN ALCANTARILLA DE 48" EN EL LADO NORESTE DE LOTE 326. ORTOS CONDUCTO SE CONECTAN A UN ALCANTARILLA DE 48" EN EL LADO NOROESTE DE LOTE 302 EN EL LADO ESTE DE KARINA STREET CRUSADO AL OESTE TERMINANDO CON UN ALCANTARILLA DE 48" EN EL LADO SURESTE DE LOTE 369. DE ESTAS LINEAS DE DRENAJE SANITARIO DE 8", OCHENTA-NUEVE (89) LÍNEAS DE SERVICIO DE 4 PULGADAS SERÁN EXTENDIDAS HA CADA LOTE.

LA LÍNEAS DE 8" Y OCHO (8) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $ 180,264.00 O $ 1,477.57 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. UN COSTO TOTAL DE $ 11,305.00, O $93.00 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 269,238.47 O $ 2,206.87 POR LOTE.

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $ 191,854.00 O $ 1,572.57 POR LOTE.

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I, I, J. GARY FRISBY, SUBDIVIDER OF "PUEBLO DE PALMAS PHASE 17", HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE 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,GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

22nd DAY OF March 2016.

NOTARY PUBLIC
MY COMMISSION EXPIRES 06/29/2018

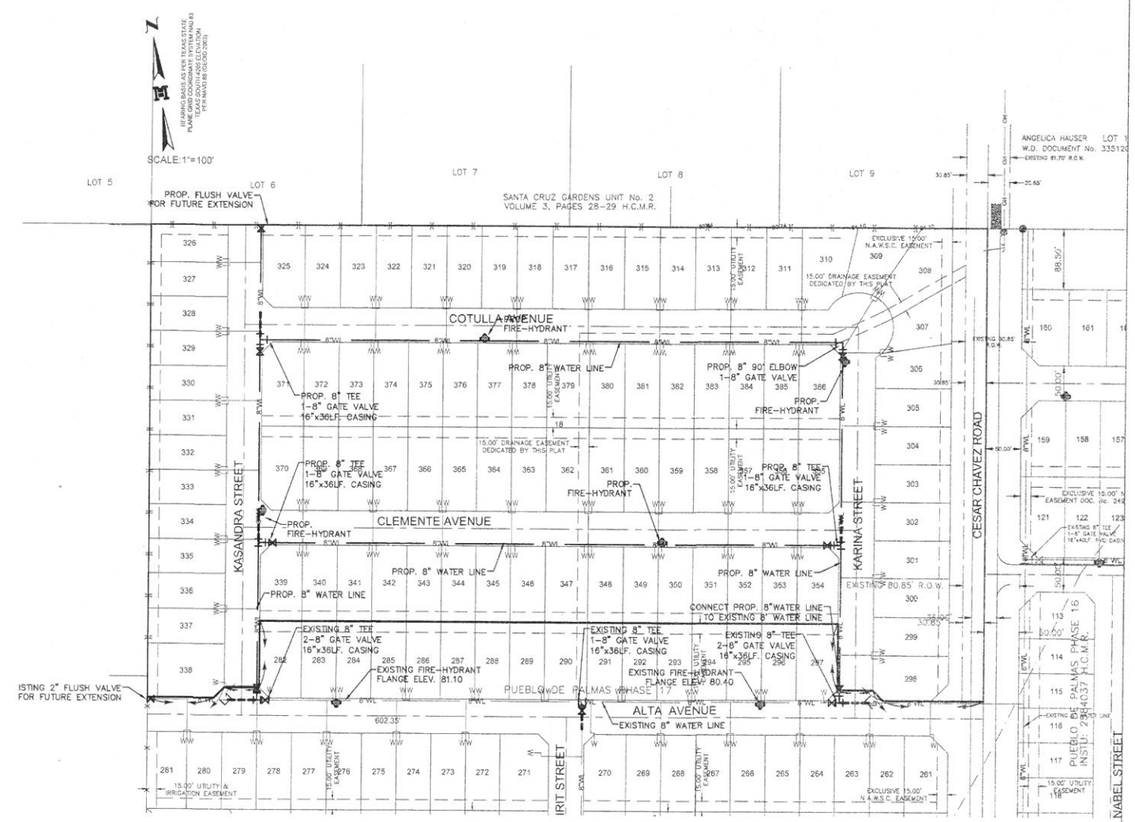
LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 29, 2018

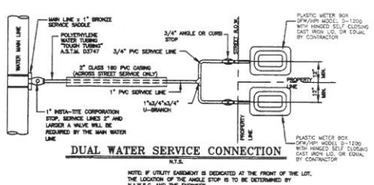
COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 296,085.80
DRAINAGE IMPROVEMENTS:	$ 47,151.00
WATER DISTRIBUTION:	$ 136,488.47
SANITARY SEWER IMPROVEMENTS:	$ 180,264.00

ESTIMACION DE COSTOS:

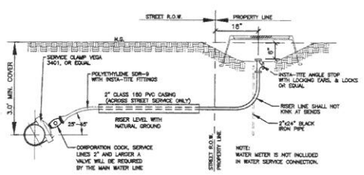
PAVIMENTACION DE CALLES:	$ 296,085.80
DRENAJE PLUVIAL:	$ 47,151.00
SERVICIO DE AGUA POTABLE:	$ 136,488.47
SERVICIO DE DRENAJE SANITARIO:	$ 180,264.00



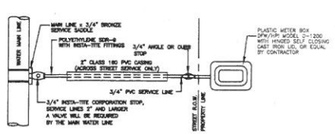


DUAL WATER SERVICE CONNECTION
N.T.S.

NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.



TYPICAL WATER SERVICE CONNECTION ELEVATION
N.T.S.



SINGLE WATER SERVICE CONNECTION
N.T.S.

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

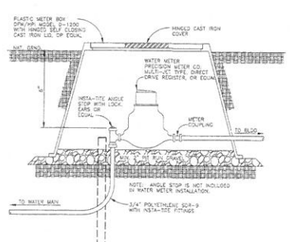
SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 18

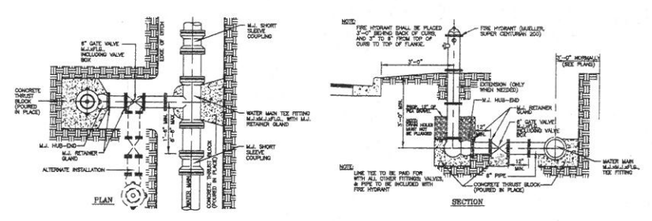
BEING A RESUBDIVISION OF 16.677 ACRES
BEING PART OR PORTION OF LOTS 10 THROUGH 13, BLOCK 32
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VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

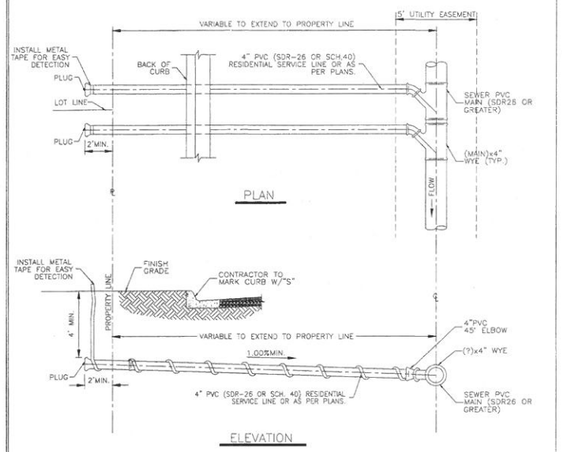
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE OFF: (956) 381-0981
EDINBURG, TX. 78541 FAX: (956) 381-1839
227 N. F.M. 3167 OFF: (956) 487-8256
RIO GRANDE CITY, TX. 78582 FAX: (956) 488-8591



TYPICAL WATER METER INSTALLATION
N.T.S.

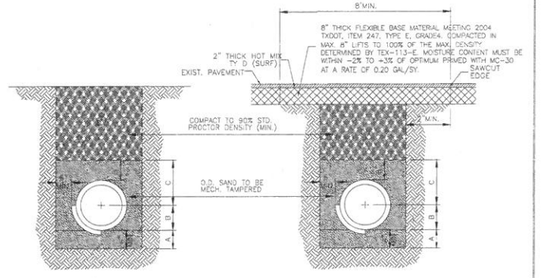


TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.



S-1 TYPICAL RESIDENTIAL SEWER SERVICE DETAIL
(RESIDENTIAL AND DUPLEX ONLY)

NOTE: SEE DETAIL S-5 FOR BACKFILL REQUIREMENTS.



STANDARD PIPE BEDDING
(MAIN & SERVICE LATERALS)

APPLICABLE BENEATH FUTURE/UNPAVED STREETS

A. SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")

B. SAND BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, MECH. TAMPED).

C. SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, MECH. TAMPED).

D. FILL TRENCH W/SELECT BACKFILL, W/12" LIFTS COMPACT TO 90% STD. PROCTOR.
FOUNDATION PREPARATION (WELL POINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

STANDARD PIPE BEDDING
(MAIN ONLY)

(PARALLEL WITHIN EXIST. STREET)

A. SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")

B. SAND BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, MECH. TAMPED).

C. SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, MECH. TAMPED).

D. FILL TRENCH W/SELECT BACKFILL, W/12" LIFTS COMPACT TO 90% STD. PROCTOR.
FOUNDATION PREPARATION (WELL POINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

NOTE: ALL EXISTING/ACTIVE STREET CROSSINGS SHALL REQUIRE SAND BACKFILL OF ENTIRE TRENCH. (SEE DETAIL S-6)

S-5 SEWER STANDARD PIPE BEDDING

TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

LEGEND:

PROPOSED DUAL SEWER SERVICE

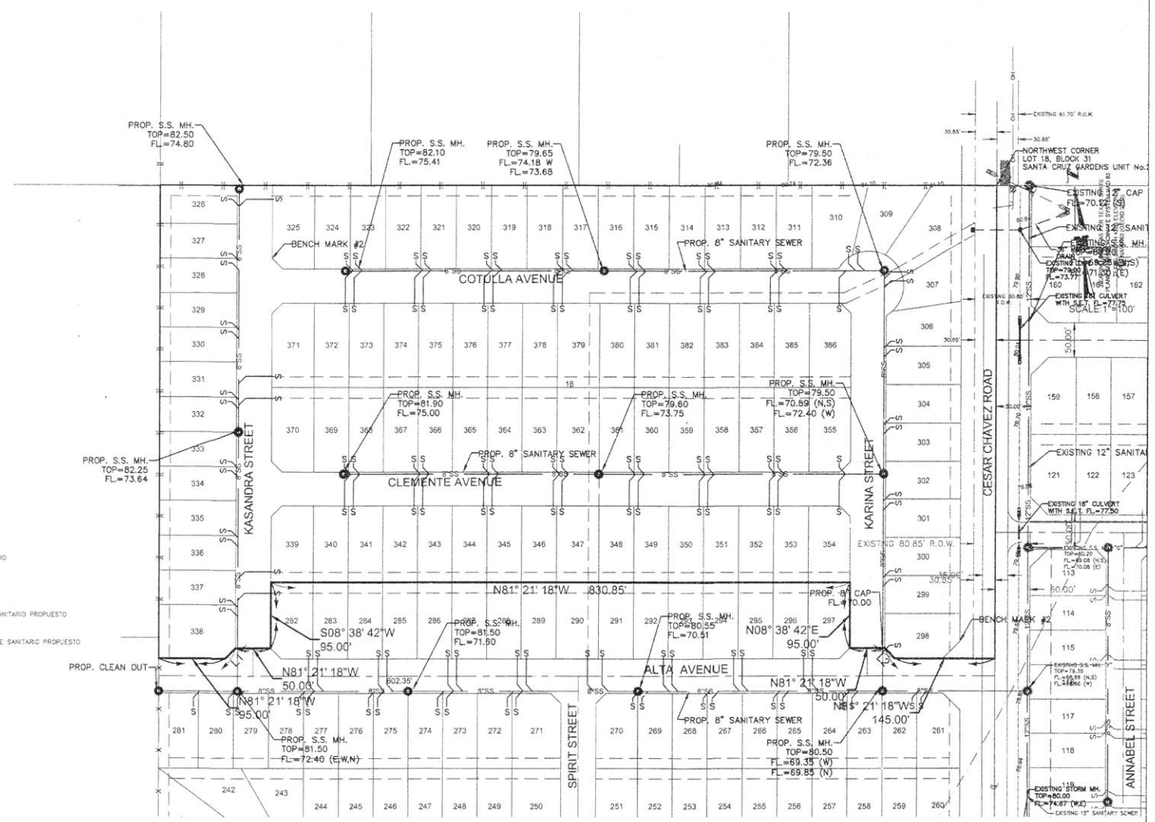
PROPOSED SINGLE SEWER SERVICE

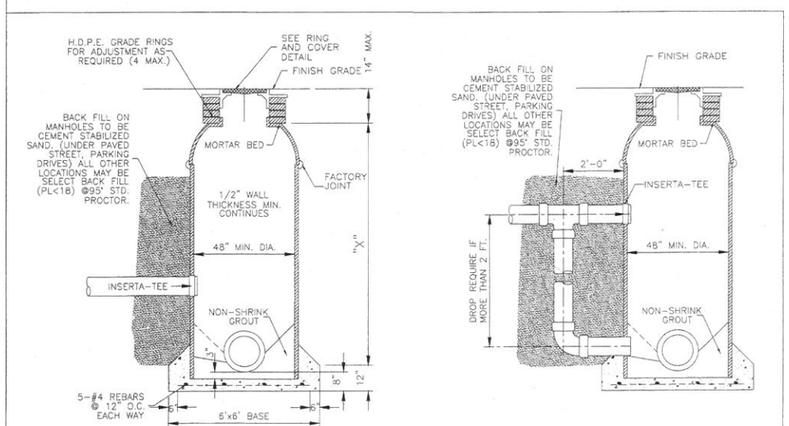
DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

LEYENDA

SERVICIO DOBLE DE DRENAJE SANITARIO PROPUESTO

SERVICIO INDIVIDUAL DE DRENAJE SANITARIO PROPUESTO





S-3 TYPICAL FIBERGLASS MANHOLE

NOTE: ALL DROP CONNECTIONS TO M.H. SHALL USE INSERTA-TEE

TYPICAL FIBERGLASS MANHOLE
With DROP STRUCTURE

MAP OF SANITARY SEWER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE DRENAJE SANITARIO

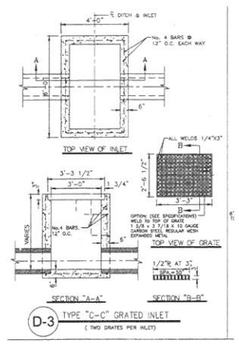
SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 18

BEING A RESUBDIVISION OF 16.677 ACRES
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VOLUME 8, PAGES 28-29, H.C.M.R.
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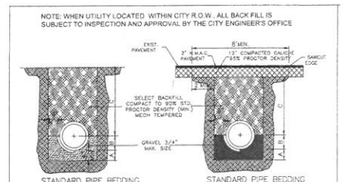
MELDEN & HUNT, INC.
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FAX: (956) 486-8591
E-MAIL: www.meldenandhunt.com
ESTABLISHED 1947



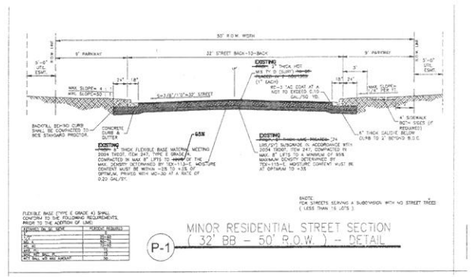
D-3 TYPE "C-C" GRATED INLET
(TWO GRATES PER INLET)

NOTE: WHEN UTILITY LOCATED WITHIN CITY R.O.W. ALL BACK FILL IS SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER'S OFFICE



NOTE: ALL EXISTING STREET CROSSINGS SHALL REQUIRE SAND BACKFILL OF ENTIRE TRENCH.

D-8 STANDARD PIPE BEDDING - DETAILS



P-1 MINOR RESIDENTIAL STREET SECTION (32' BB - 50' R.O.W.) - DETAIL

DRAINAGE STATEMENT
PUEBLO DE PALMAS PHASE 18

PUEBLO DE PALMAS PHASE 18 IS A 16.677 ACRES TRACT OF LAND OUT OF ALL OF LOTS 10-13, BLOCK 32 OUT OF SANTA CRUZ GARDENS UNIT #2, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 8, PAGE 28-29, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED APPROXIMATELY 637.50 FEET NORTH OF THE INTERSECTION OF CESAR CHAVEZ ROAD AND RAMSEYER ROAD OUTSIDE EDINBURG CITY LIMITS. THE LAND IS CURRENTLY AGRICULTURAL AND WILL BE USED FOR RESIDENTIAL. PHASE 18 WILL CONSIST OF 89 LOTS. THE PROPERTY IS LOCATED IN ZONE "X"UNSHADED IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0325 D, MAP REVISED JUNE 6, 2000 FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001. ZONE "X UNSHADED"IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN."

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 4.84 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

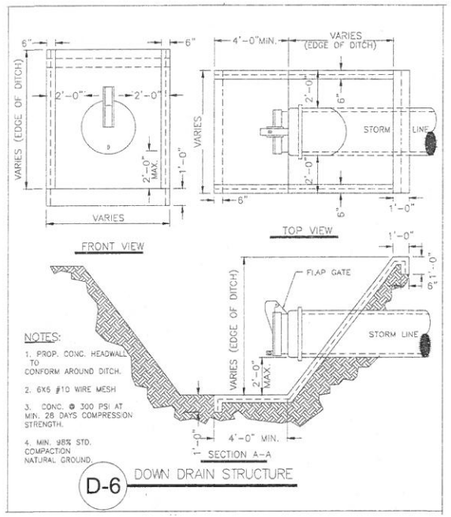
THE EXISTING DRAINAGE FOR PUEBLO DE PALMAS PHASE 18 IS PART OF THE OVERALL IMPROVEMENTS OF PUEBLO DE PALMAS PHASE 15 & 16 SUBDIVISION. THESE IMPROVEMENTS HAVE ALREADY BEEN CONSTRUCTED AS PER THE APPROVED DRAINAGE REPORT FOR PUEBLO DE PALMAS PHASE 15 & 16 SUBDIVISION.

CERTIFICATION:

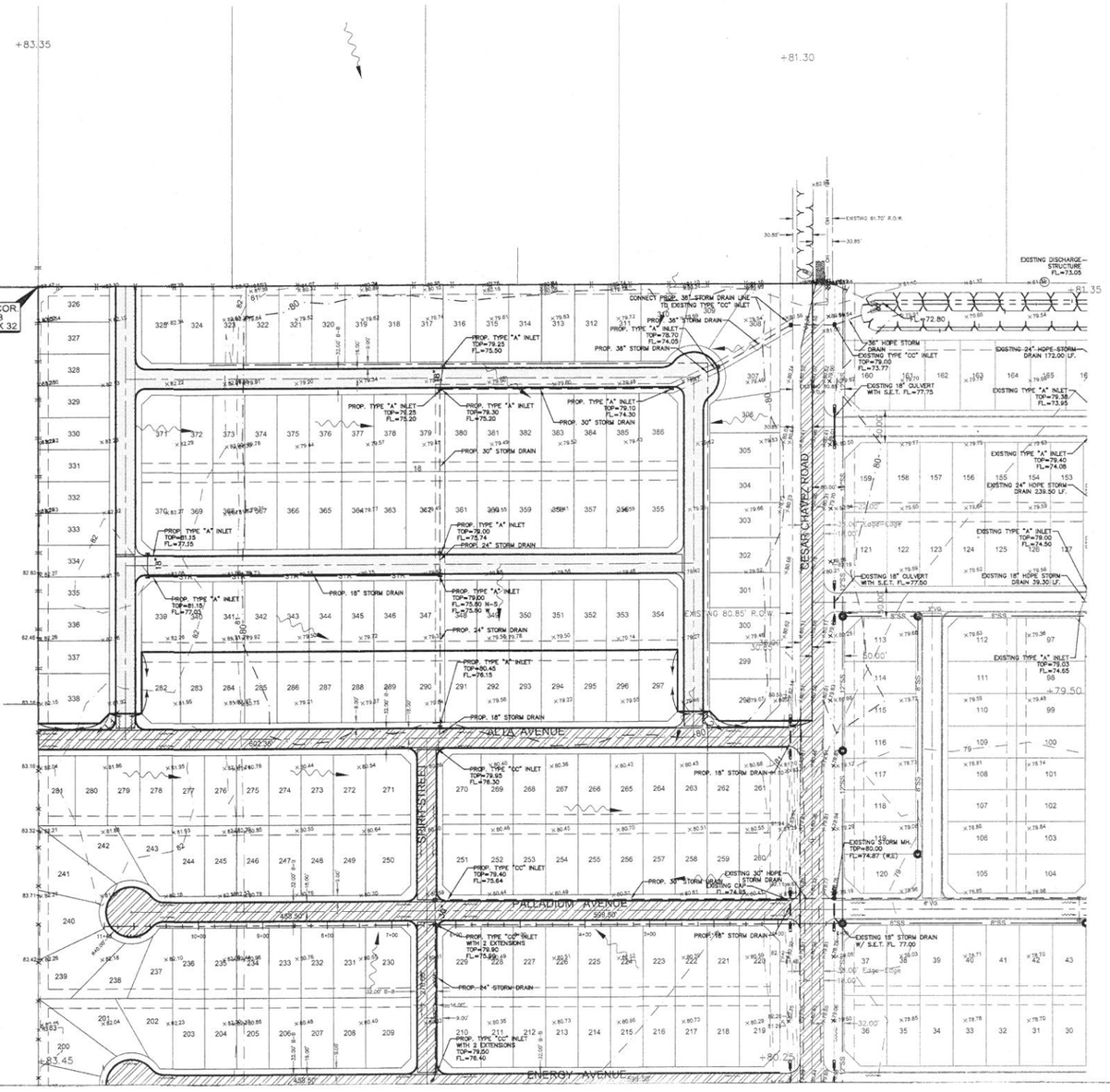
BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, MAP REVISED JUNE 6, 2000 FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001. IS CONTAINED WITHIN THE CONSTRUCTION OF A EXISTING DITCH ALONG THE NORTH AND EAST SIDE OF THIS SUBDIVISION.

FRED L. KURTH, PE # 54151 DATE: 5-31-06
MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER



D-6 DOWN DRAIN STRUCTURE



MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

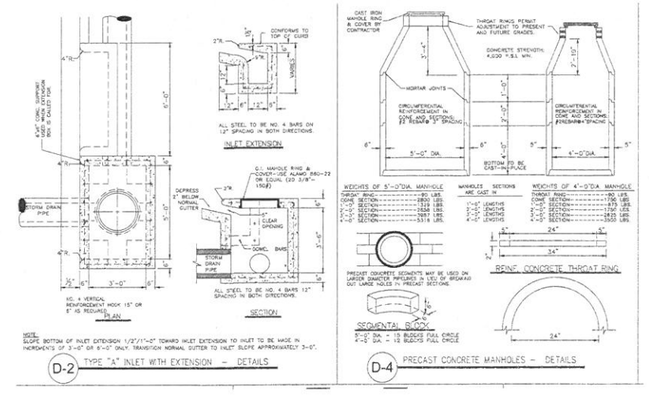
SUBDIVISION MAP OF

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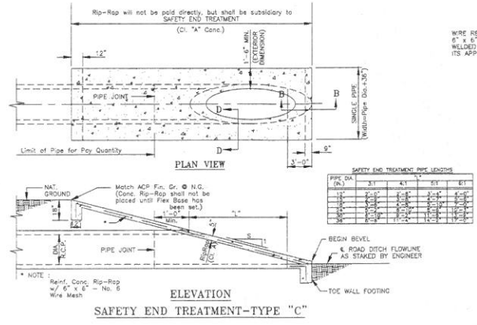
LEGEND
- FOUND No.4 REBAR
- FOUND COTTON PICKER SPINDLE
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- POWER POLE
- SERVICE POLE
- GUY WIRE
- TELEPHONE PEDESTAL
- FIRE HYDRANT
- FLUSH VALVE
- WATER VALVE
- 48" WATER WELL
- IRRIGATION VALVE
- IRRIGATION OUTLET
- 30" IRRIGATION STAND PIPE
- GUARD RAIL
- HOG WIRE FENCE
- CHAIN LINK FENCE
- DRAIN DITCH LINE
- IRRIGATION LINE
- OVERHEAD POWER LINE
- ROAD DITCH
- ASPHALT AREA
- CALICHE DRIVEWAY

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
N.E. COR. - NORTHEAST CORNER
N.W. COR. - NORTHWEST CORNER
Sq. Ft. - SQUARE FEET



D-2 TYPE "A" INLET WITH EXTENSION - DETAILS

D-4 PRECAST CONCRETE MANHOLES - DETAILS



SAFETY END TREATMENT - (Type "C") DETAILS
N.T.S.

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: 7-05-2016

PROPOSED **RSBR FM 681** SUBDIVISION, PRECINCT No. **3.**

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **SERGIO AND ROSARIO SAENZ**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ___☐*SINGLE FAMILY ___☐*MULTI-FAMILY **1** ☒COMMERCIAL ___☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST OF MOOREFIELD ROAD APPROXIMATELY ½ MILE NORTH OF MILE 9 NORTH ROAD.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **MCALLEN** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **1-26-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY ONSITE DETENTION POND WITH AN OVERFLOW STRUCTURE TO MOOREFIELD ROAD (FM 681) ROAD SIDE DITCH.**

ROAD R.O.W. DEDICATION: **10 FEET ON TO MOOREFIELD ROAD (FM 681) .**

H.C.R.O.W. FINAL APPROVAL DATE: **6-07-2016** By, **VICTOR GALLARDO, PCT. 3.** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **5-10-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF WILL INSTALL AT BUILDING PERMIT STAGE.

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **6"** LOCATION: **MOOREFIELD ROAD (FM 681).**

H.C.O.E.C. FINAL APPROVAL DATE: **5-19-2016** : 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: **4/26/2016**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **MCALLEN**.

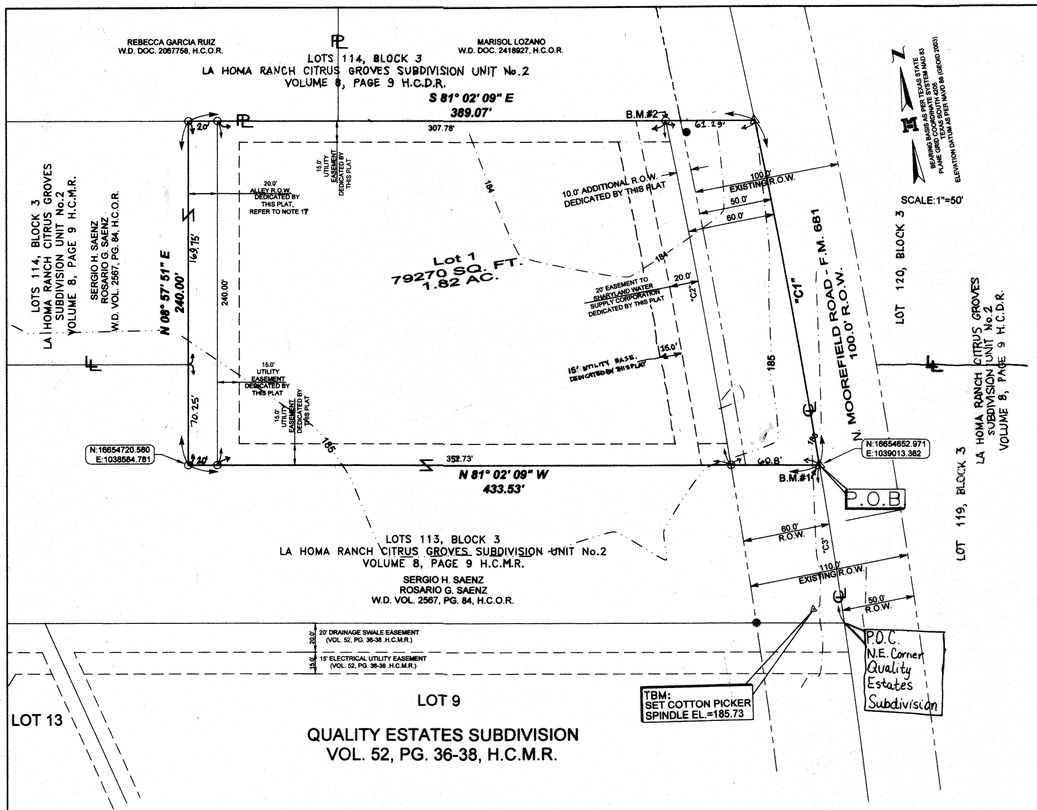
☒ **Final Approval** *subject to recommendations other departments*

☐ **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.

SUBDIVISION PLAT OF
RSBR FM 681 SUBDIVISION

BEING A SUBDIVISION OF
2.272 ACRES OUT OF
LOTS 113 & 114, BLOCK 3,
LA HOMA RANCH CITRUS GROVES UNIT No.2
VOLUME 8, PAGE 9 H.C.M.R.
HIDALGO COUNTY, TEXAS



LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ⚠ SET COTTON PICKER SPINDLE
- A-A - EDGE OF ASPHALT TO EDGE OF ASPHALT
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- N.E. COR. - NORTHEAST CORNER
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- Sq. Ft. - SQUARE FEET
- W.D. - WARRANTY DEED
- LOT LINE
- PROPERTY LINE
- SAME OWNER
- TBM - TEMPORARY BENCH MARK
- CENTER LINE

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
"C1"	2°26'30"	5729.86'	244.17'	122.10'	244.15'	S 80° 48' 53" E
"C2"	2°28'4"	5965.86'	244.76'	122.55'	244.74'	N 08° 43' 45" W
"C3"	2°01'17"	5729.86'	110.46'	55.23'	110.46'	N 80° 08' 26" E

LOCATION MAP SCALE 1" = 2000'



INDEX TO SHEET OF RSBR F.M. 681 SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ET.; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION; CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; IRRIGATION DISTRICT, H.C.D.D. No. 1., HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.

SHEET 2: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE SWALES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

RSBR FM 681 SUBDIVISION IS LOCATED IN THE NORTH PART OF HIDALGO COUNTY ON THE WEST SIDE OF FM 681 APPROX. HALF A MILE NORTH OF MILE 5 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 129,877), RSBR FM 681 SUBDIVISION LIES APPROXIMATELY 3 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021. THIS SUBDIVISION FALLS WITHIN PRECINCT 3.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE — OFF: (956) 381-0981 — FAX: (956) 381-1839 — EDINBURG, TX. 78541
227 N. F.M. 3167 — OFF: (956) 487-8256 — FAX: (956) 488-8591 — RIO GRANDE CITY, TX. 78582
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	SERGIO H. SAENZ ROSARIO G. SAENZ	2016 PENA ST.	MISSION, TX 78572	(956) 330-2671	
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

GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT:

FLOOD ZONE DESIGNATION: AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
COMMUNITY-PANEL NUMBER: 480334 0300 D MAP REVISED: JUNE 6, 2000

ZONE "X" (UNSHADED) COMMUNITY-PANEL NUMBER: 480334 0300 D MAP REVISED: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

2. SETBACKS:
FRONT: 60.00 FT. OR GREATER FOR EASEMENTS ON N. MOORFIELD ROAD [FM 681]
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. GENERAL NOTE FOR COMMERCIAL LOTS:
THIS SUBDIVISION SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS AND ALONG TO DENY ACCESS ONTO LOT. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT OFFICE OF ENVIRONMENTAL AND COMPLIANCE AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
-->B.M. NO. 1-ELEV. 85.00 N.A.V.D. 88 DESCRIPTIONS: A MHI MONUMENT SET IN A 2'X2' CONCRETE SLAB SET AT THE SOUTHEAST CORNER OF LOT 1. N. 16654653.925 E. 1038953.374.
-->B.M. NO. 2-ELEV. 83.50 N.A.V.D. 88 DESCRIPTIONS: MHI MONUMENT SET IN CONCRETE AT THE NORTHEAST CORNER OF LOT 1 OF THIS SUBDIVISION. N. 16654897.997 E. 1038946.374
-->REFER TO NOTE 20 FOR CITY OF MCALLEN BENCHMARK.

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 6.178 CUBIC-FEET 0.142 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'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 THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEPTIC, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

12. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR COMMERCIAL SEWERAGE ONLY.

B. THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

14. SERGIO H. SAENZ AND ROSARIO G. SAENZ, THE OWNER & SUBDIVIDERS OF RSBR FM 681 SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

15. AN ENGINEERED DRAINAGE DETENTION PLAN APPROVED BY THE ENGINEERING DEPARTMENT OF THE CITY OF McALLEN IS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

16. 5' SIDEWALK REQUIRED ON NORTH MOOREFIELD ROAD (F.M. 681).

17. IF AN ALLEY IS REQUIRED WHEN ADJACENT PROPERTIES ARE DEVELOPED, THEN THE ALLEY WITHIN THE BOUNDARIES OF THIS SUBDIVISION SHALL BE CONSTRUCTED AT THAT TIME.

18. A 6' OPAQUE BUFFER WILL BE REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL, OR INDUSTRIAL ZONES/USES.

19. AN 8' MASONRY WALL WILL BE REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL OR MULTI-FAMILY RESIDENTIAL ZONES/USES.

20. CITY OF McALLEN BENCHMARK: MC 28 = 186.73 LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF CONWAY RD. & 9 MILE LINE. THE MONUMENT IS 28 FT. EAST FROM THE E.O.P. OF CONWAY RD., 68 FT. NORTH FROM THE C.L. OF 9 MILE LINE, AND 43 FT. NORTHWEST FROM A CONCRETE STAND PIPE. NAVD 88 (GEOID 1999)

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF RSBR FM 681 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY

COMMISSIONERS COURT ON _____ DAY OF _____, 20____.

_____
HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RSBR FM 681 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON ___DAY OF_____, 20_____.

_____
ENVIRONMENTAL HEALTH DIVISION MANAGER

CITY OF MCALLEN
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

I, THE UNDERSIGNED, MAYOR OF THE CITY OF MCALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ON _____ DAY OF _____, 20_____.

_____
MAYOR OF THE CITY MCALLEN

ATTEST: _____
SECRETARY OF THE CITY OF MCALLEN

CITY OF MCALLEN
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MCALLEN HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ON _____ DAY OF _____, 20_____.

_____
P&Z CHAIRMAN OF THE CITY OF MCALLEN

METES & BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 2.272 ACRES [98,968.602 SQUARE FEET] OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOTS 113 AND 114, BLOCK 3, LA HOMA RANCH CITRUS GROVES UNIT NO. 2, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 8, PAGE 9, HIDALGO COUNTY MAP RECORDS, WHICH SAID 2.272-ACRE TRACT IS A PART OR PORTION OF A CERTAIN TRACT THAT WAS CONVEYED TO SERGIO H. SAENZ AND ROSARIO G. SAENZ, BY VIRTUE OF A WARRANTY DEED RECORDED IN VOLUME 2567, PAGE 84, HIDALGO COUNTY OFFICIAL RECORDS, SAID 2.272 ACRES [98,968.602 SQUARE FEET] ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF QUALITY ESTATES SUBDIVISION, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 52, PAGES 36-38, HIDALGO COUNTY MAP RECORDS;

THENCE, IN A NORTHEASTERLY DIRECTION ALONG A CURVE TO THE LEFT, AND ALONG THE EAST LINE OF SAID LOT 113, WITH A CENTRAL ANGLE OF 001°08'17", A RADIUS OF 5729.86 FEET, AN ARC LENGTH OF 110.46 FEET, A TANGENT OF 55.23 FEET, AND A CHORD THAT BEARS N 00°09'26" E A DISTANCE OF 110.46 FEET TO A COTTON PICKER SPINDLE SET [NORTHING: 16654652.921, EASTING: 1039013.382] FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING, OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, N 81° 02' 09" W AT A DISTANCE OF 50.68 FEET PASS A NO. 4 REBAR SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF MOORFIELD ROAD - F.M. 681, AT A DISTANCE OF 98.82 FEET PASS THE FUTURE WEST RIGHT-OF-WAY LINE OF MOOREFIELD ROAD - F.M. 681 AS PER THE HIDALGO COUNTY THOROUGHFARE PLAN, CONTINUING A TOTAL DISTANCE OF 433.80 FEET TO A NO. 4 REBAR SET [NORTHING: 16654720.580 EASTING: 1038584.781] FOR THE SOUTHWEST CORNER OF THIS TRACT;
2. THENCE, N 08° 57' 51" E AT A DISTANCE OF 61.84 FEET PASS THE NORTH LINE OF SAID LOT 113, AND THE SOUTH LINE OF SAID LOT 114, CONTINUING A TOTAL DISTANCE OF 240.00 FEET TO A NO. 4 REBAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;
3. THENCE, S 81° 02' 09" E AT A DISTANCE OF 327.76 FEET PASS THE FUTURE WEST RIGHT-OF-WAY LINE OF MOOREFIELD ROAD - F.M. 681 AS PER THE HIDALGO COUNTY THOROUGHFARE PLAN, AT A DISTANCE OF 337.98 FEET PASS A NO. 4 REBAR SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF MOORFIELD ROAD - F.M. 681, CONTINUING A TOTAL DISTANCE OF 389.07 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF THIS TRACT;
4. THENCE, IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE RIGHT, AND ALONG THE EAST LINES OF SAID LOTS 114 AND 113, WITH A CENTRAL ANGLE OF 002°26'30", A RADIUS OF 5729.86 FEET, AN ARC LENGTH OF 244.17 FEET, A TANGENT OF 122.10 FEET, AND A CHORD THAT BEARS S 01°36'57" E A DISTANCE OF 244.15 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.272 ACRES [98,968.602 SQUARE FEET], OF WHICH 0.280 OF ONE ACRE [12,210.318 SQUARE FEET] LIES WITHIN THE EXISTING RIGHT-OF-WAY OF MOORFIELD ROAD - F.M. 681, LEAVING AN EXISTING NET OF 1.992 ACRES [86,758.165 SQUARE FEET] OF LAND, MORE OR LESS.

FOR IRRIGATION PURPOSES ONLY:	DATE:
DRAWN BY: A.S.	DATE: 4-8-2016
SURVEYED, CHECKED BY: F.L.K.	DATE: 5-3-16
FINAL CHECK: R	DATE: 5-3-16

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

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS RSBR FM 681 SUBDIVISION TO THE CITY OF McALLEN, TEXAS, AND WHOSE NAMES IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH WE WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF McALLEN, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, & THEREON THE PLAT HEREOF OR ON THE OFFICIAL MAPS OF THE APPLICABLE AUTHORITIES OF THE CITY OF McALLEN.

Sergio H. Saenz 4/20/16
SERGIO H. SAENZ — DATE
2016 PENA ST.
MISSION, TX 78572

Rosario G. Saenz 4/20/16
ROSARIO G. SAENZ — DATE
2016 PENA ST.
MISSION, TX 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED SERGIO H. SAENZ 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 20 DAY OF April 2016

Celestine Stewart
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 8-26-2017

CELESTINE STEWART
Notary Public
STATE OF TEXAS
My Comm. Exp. Aug. 26, 2017

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ROSARIO G. SAENZ PROVED TO ME THROUGH HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20 DAY OF April 2016

Celestine Stewart
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 8-26-2017

CELESTINE STEWART
Notary Public
STATE OF TEXAS
My Comm. Exp. Aug. 26, 2017

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, KELLEY A. HELLER-VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Kelley A. Heller-Vela 5/3/16
KELLEY A. HELLER-VELA, P.E. # 97421
DATE PREPARED: 01-19-2016
ENGINEERING JOB No. 15176.00

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, THE UNDERSIGNED, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF RSBR FM 681 SUBDIVISION, WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 12-16-15, AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

Fred L. Kurth 5-3-16
FRED L. KURTH, R.P.L.S. # 4750
DATE SURVEYED: 12-16-15
VOL. 1004, PAGE 62
SURVEY JOB No. 15176.08

STATE OF TEXAS
FRED L. KURTH
4750
PROFESSIONAL LAND SURVEYOR

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT. NO. 6 ON THIS THE 5th DAY OF April 20 16

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 RIGHT OF WAY OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MAY HAVE WHETHER SHOWN OR NOT.

_____
Board of Director

_____
Board of Director

THE COUNTY OF HIDALGO TEXAS

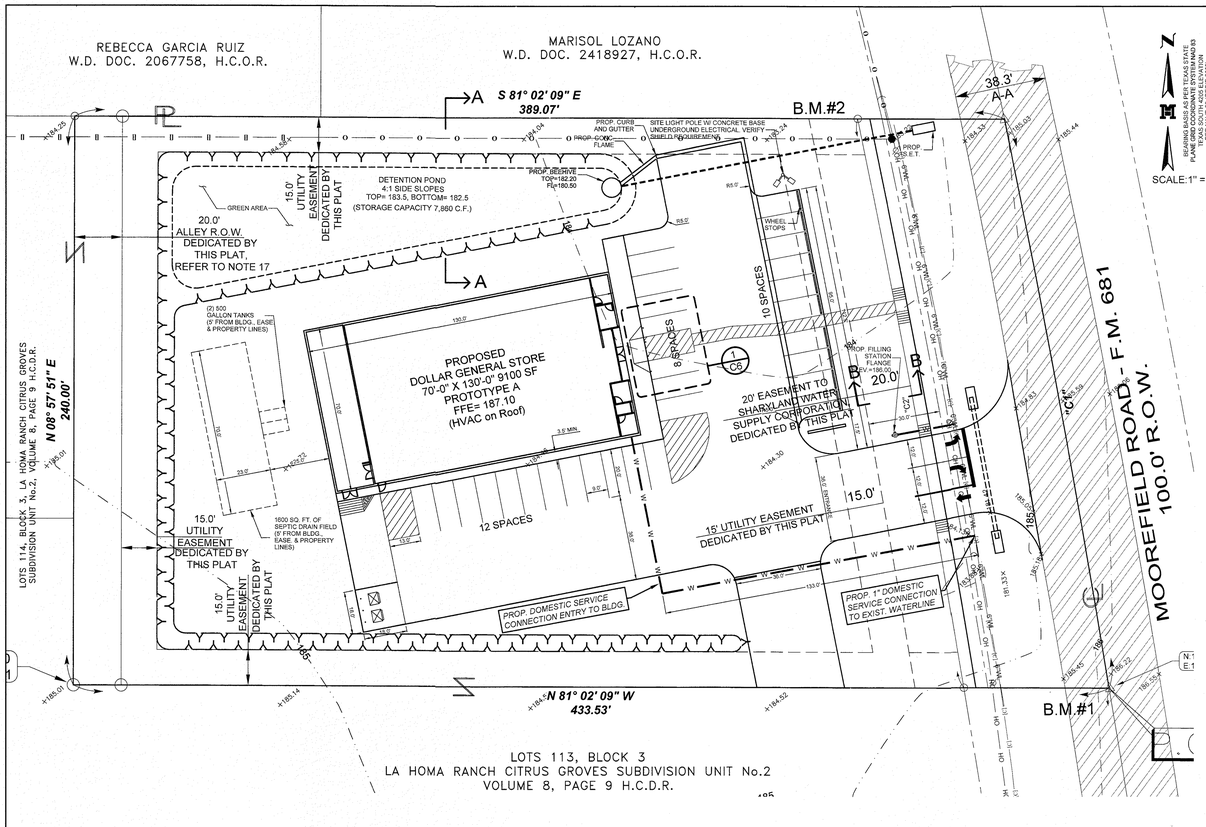
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

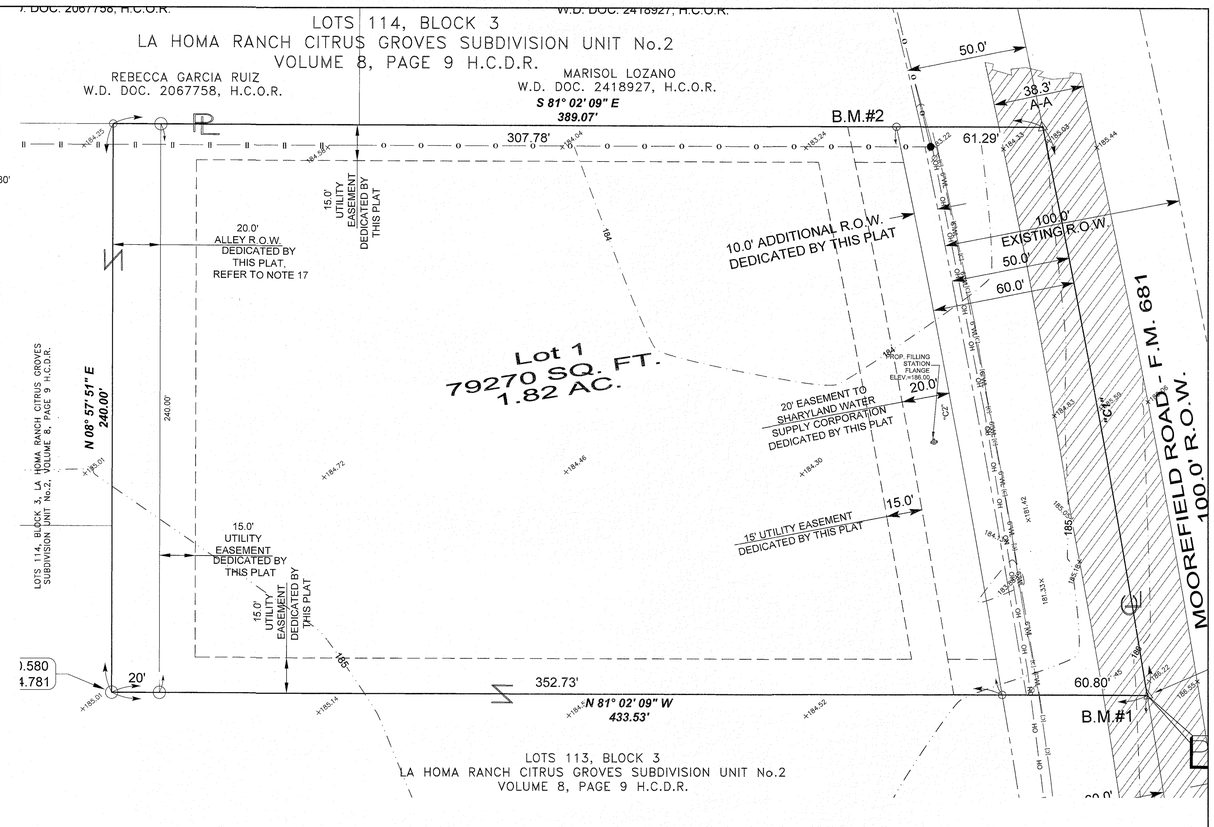
ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

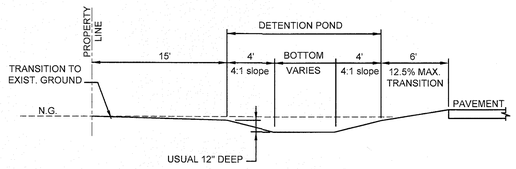
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY





DETENTION REQUIRED	6,175 C.F.
DETENTION AVAILABLE	7,860 C.F.



DETENTION AREA NORTH SIDE CROSS-SECTION A-A

SCALE: NOT TO SCALE

COST ESTIMATE:

PAVING IMPROVEMENTS:	$	00.00
DRAINAGE IMPROVEMENTS:	$	00.00
WATER DISTRIBUTION:	$	5,000.00
SANITARY SEWER IMPROVEMENTS / OSSF:	$	1,500.00

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$	00.00
DREAJE PLUVIAL:	$	00.00
SERVICIO DE AGUA POTABLE:	$	5,000.00
SERVICIO DE DRENAJE SANITARIO	$	1,500.00

DRAINAGE STATEMENT

RSBR FM 681 SUBDIVISION IS A TRACT OF LAND CONTAINING 2.271 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOTS 113 AND 114, BLOCK 3, LA HOMA RANCH CITRUS GROVES SUBDIVISION UNIT NO. 2, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 8, PAGE 9, HIDALGO COUNTY DEED RECORDS. THIS PROPERTY IS LOCATED ENTIRELY IN FLOOD ZONE "X" (UNSHADED) DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN; COMMUNITY-PANEL NUMBER: 480334 0300D, MAP REVISED: JUNE 6, 2000. THE PROPERTY IS LOCATED ON THE WEST SIDE OF FM 681 APPROXIMATELY ONE-HALF MILE NORTH OF 9 MILE ROAD AND WITHIN THE ETJ OF THE CITY OF MCALLEN. THE PROPERTY IS CURRENTLY OPEN WITH A PROPOSED COMMERCIAL USE (1 LOT).

THE SOILS IN THIS AREA ARE FINE SANDY LOAM, WHICH IS IN HYDROLOGIC GROUP "B". THESE SOILS ARE MODERATELY PERVIOUS AND HAVE A RELATIVELY LOW PLASTICITY INDEX. (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS").

EXISTING RUNOFF IS IN A NORTHEASTERLY DIRECTION, WITH A RUNOFF OF 4.04 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE PROPOSED DRAINAGE FOR THIS SUBDIVISION SHALL CONSIST OF SURFACE RUNOFF FROM THE PROPOSED PARKING LOT INTO PROPOSED DETENTION PONDS WHICH WILL BLEED INTO THE EXISTING ROAD DITCH ALONG THE WEST SIDE OF FM 681 VIA AN 8" BLEEDER. SAID ROAD DITCH FLOWS NORTH ULTIMATELY DISCHARGING INTO THE NORTH MAIN DRAIN III (H.C.D.D. #1).

IN ACCORDANCE WITH THE CITY OF MCALLEN DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THIS SUBDIVISION WILL NOT BE INCREASED DURING THE 50-YEAR RAINFALL EVENT DUE TO THE BUILDING OF THIS SUBDIVISION. THEREFORE AS PER THE ATTACHED CALCULATIONS THE REQUIRED 6,175 CUBIC FEET OF DETENTION WILL BE PROVIDED WITHIN SAID PROPOSED DETENTION PONDS AS APPROVED BY THE CITY OF MCALLEN PRIOR TO ISSUANCE OF BUILDING PERMIT.

CERTIFICATION:

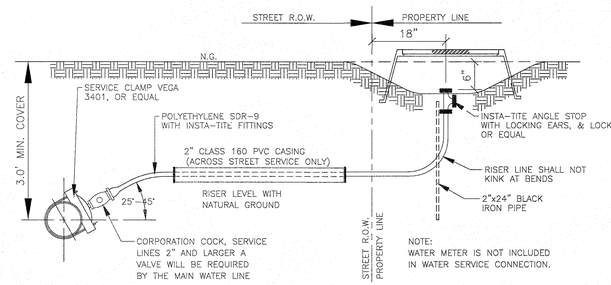
BY MY SIGNATURE BELOW, I CERTIFY THAT THE 500 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0300 D, REVISED JUNE 6, 2000 IS CONTAINED WITHIN THE DRAINAGE AREAS ALONG THE NORTH AND SOUTH SIDES OF THIS SUBDIVISION.

Kelley A. Heller-Vela — 6/3/16

KELLEY A. HELLER-VELA, PROFESSIONAL ENGINEER # 97421 — DATE:

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
KELLEY A. HELLER-VELA
97421
LICENSED PROFESSIONAL ENGINEER



TYPICAL WATER SERVICE CONNECTION ELEVATION

N.T.S.

LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- △ SET COTTON PICKER SPINDLE
- A-A - EDGE OF ASPHALT TO EDGE OF ASPHALT
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- N.E. COR. - NORTHEAST CORNER
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- Sq. Ft. - SQUARE FEET
- W.D. - WARRANTY DEED
- LF - LOT LINE
- PP - PROPERTY LINE
- SO - SAME OWNER
- TBM - TEMPORARY BENCH MARK
- W - PROPOSED WATER SERVICE

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: 7-05-2016

PROPOSED **L & D RODRIGUEZ** SUBDIVISION, PRECINCT No. **1 .**

ENGINEER: **URBAN INFRASTRUCTURE GROUP, INC.** DEVELOPER: **LORENZO & DIANA RODRIGUEZ**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **1** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY **1** ☒COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST OF MILE 6 WEST APPROXIMATELY ¼ MILE NORTH OF MILE 10 NORTH.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of **WESLACO** and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **7-27-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE ACCOMPLISHED WITHIN THE LOW AREAS OF THE LOTS WITH A RUNOFF INTO THE RE-GRADED ROAD SIDE DITCH.**

DISTANCE TO A DRAIN DITCH: **½ MILE WEST FROM DEVELOPMENT.**

ROAD R.O.W. DEDICATION: **24.00' ADDITIONAL R.O.W. DEDICATION.**

H.C.R.O.W. FINAL APPROVAL DATE: **3-10-2016** By, **ROY GONZALEZ, PCT. 1** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **N/A** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF WILL INSTALL AT BUILDING PERMIT STAGE.

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **WEST SIDE OF MILE 6 WEST.**

H.C.O.E.C. FINAL APPROVAL DATE: **3-07-2016** : 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:**$1,500.00** For **1** OSSF*

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **9/29/2015**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **WESLACO**.

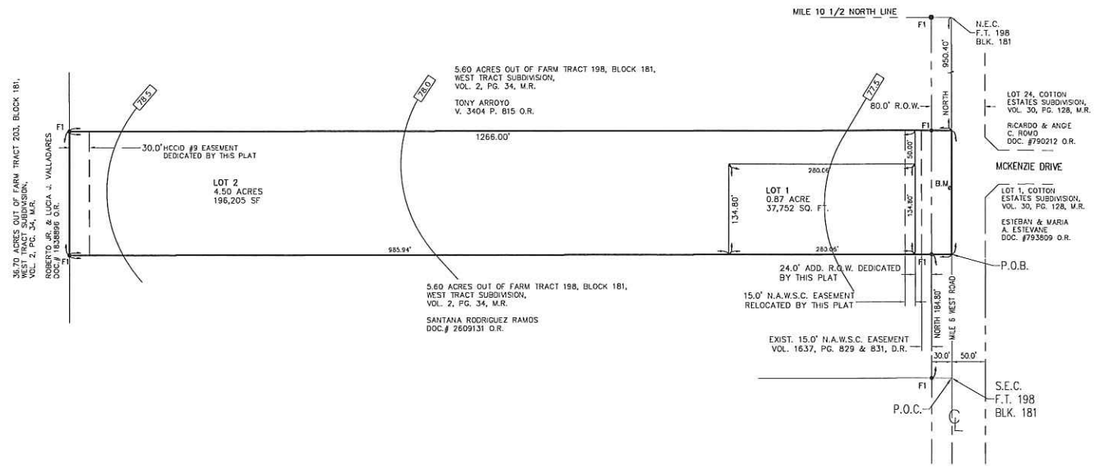
☐ **Final Approval** *subject to recommendations other departments*

☒ **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.*

L & D RODRIGUEZ SUBDIVISION PLAT

BEING THE NORTH 5.60 ACRES OF THE SOUTH 11.20 ACRES OF FARM TRACT 198, BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGES 34 THRU 37 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS



SCALE: 1"=100'

BASIS OF BEARING IS THE EAST LINE OF FARM TRACT 198 BLK. 181 WEST TRACT SUB. V. 2 P. 34-37 M.R. HIDALGO COUNTY TEXAS.

LEGEND

F1 – FOUND 1/2" DIAMETER IRON ROD
F3 – FOUND 3/4" DIAMETER IRON ROD
R.O.W. – RIGHT-OF-WAY
E.O.A. – EDGE OF ASPHALT
CONC. – CONCRETE
CVRD. – COVERED
M.R. – MAP RECORDS
D.R. – DEED RECORDS
O.R. – OFFICIAL RECORDS
S.E.C. – SOUTHEAST CORNER
SEC. – SECTION
W/M – WATER METER
"F.H." – FRAME HOUSE PART ON CONC. BLKS. AND PART ON CONC. SLAB
B.M.@ – BENCHMARK

NOTE: UNLESS NOTED, 1/2" DIA. IRON RODS SET AT ALL LOT CORNERS.

GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE DESIGNATION: ZONE "X"
   ZONE "X" AREAS DETERMINED TO BE AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY PANEL No. 480334 0450 C, REVISED JUNE 6, 2000, REVISED MAY 30, 2002 BY LOMR.
2. MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS:
   FRONT: 50.00 FEET
   REAR: 25.00 FEET
   SIDE: 6.00 FEET
3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOT 2. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON LOT 2. (IF PROPERTY ANNEXED, IT SHALL ADHERE BY CITY ZONING ORDINANCE)
4. LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS TO DENY ACCESS ONTO LOT. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT. (IF PROPERTY ANNEXED, IT SHALL ADHERE BY CITY ZONING ORDINANCE)
5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
6. A 5 FT. SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER PRIOR TO RECORDING THE PLAT AS PER CITY OF WESLACO.
7. THE FOLLOWING BENCH-MARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   B.M. – BENCH MARK (SET P-K NAIL ON ASPHALT APPROXIMATELY 59 FEET NORTH OF THE S.E.C. OF THIS PROPERTY.
   ELEVATION=78.06 N.A.V.D. 88
8. LANDSCAPE PLAN SHALL BE PREPARED IN ACCORDANCE WITH THE CITY OF WESLACO LANDSCAPE ORDINANCE. PLAN SHALL BE APPROVED PRIOR TO CONSTRUCTION.
9. A STORMWATER POLLUTION PREVENTION PLAN SHALL BE REQUIRED PRIOR TO CONSTRUCTION AND MUST COMPLY WITH SPDES & SWPP.
10. STREET LIGHTING TO BE INSTALLED PRIOR TO RECORDING THE PLAT AS PER CITY OF WESLACO.
11. 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.
12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
13. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND THE CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 7,500 CUBIC FEET OF STORM WATER RUNOFF. LOT 1 WILL REQUIRE 3,304 CUBIC FEET, AND LOT 2 WILL REQUIRE 11,178 CUBIC FEET.
14. 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.
15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
16. 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 29,700 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

   E. APPROVED OSSF PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
17. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
18. LORENZO & DIANA RODRIGUEZ, THE OWNERS AND SUBDIVIDERS OF L & D RODRIGUEZ SUBDIVISION RETAIN 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.
19. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.
20. 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 THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
21. LORENZO & DIANA RODRIGUEZ, DEVELOPERS OF L & D RODRIGUEZ SUBDIVISION, EXCLUDE NORTH ALAMO WATER SUPPLY (NAWSC) OF ANY FUTURE REPAIR TO FUTURE DRIVEWAYS ON LOT 2 WITHIN THE RIGHT-OF-WAY AND THE FIFTEEN (15) FEET NAWSC EASEMENT.
22. EXISTING MANUFACTURE SIGN, PARKING LOT SECTION, AND LANDSCAPING ON DEDICATED RIGHT-OF-WAY SHALL BE REMOVED BY OWNER/DEVELOPER PRIOR TO THE PROPOSED WIDENING OF MILE 6 WEST RD. BY HIDALGO COUNTY.

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 RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____ OF 20____.

_____
LORENZO RODRIGUEZ
4525 N. WESTGATE DR.
WESLACO, TX 78599

_____
DIANA RODRIGUEZ
4525 N. WESTGATE DR.
WESLACO, TX 78599

STATE OF TEXAS
COUNTY OF HIDALGO

OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION

WE, LORENZO & DIANA RODRIGUEZ AS OWNER(S) OF THE 5.60 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED L & D RODRIGUEZ SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT

(A) THE WATER QUALITY CONNECTIONS TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET MINIMUM STATE STANDARDS.

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE
BY: LORENZO RODRIGUEZ
4525 N. WESTGATE DR.
WESLACO, TX 78599
(956) 969-1400

_____ DATE
BY: DIANA RODRIGUEZ
4525 N. WESTGATE DR.
WESLACO, TX 78599
(956) 969-1400

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LORENZO & DIANA RODRIGUEZ KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES_____.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF L & D RODRIGUEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT ON_____, 20___.

_____ DATE
ENVIRONMENTAL HEALTH DIVISION MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(c)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF L & D RODRIGUEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON_____ _____.

_____ DATE
HIDALGO COUNTY JUDGE

_____ DATE
HIDALGO COUNTY CLERK

STATE OF TEXAS
COUNTY OF HIDALGO

CITY OF WESLACO MAYORS CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO

STATE OF TEXAS

COUNTY OF HIDALGO

CERTIFICATION BY THE CHAIRMAN OF THE COMMISSION

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING AND ZONING COMMISSION

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 THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No.9

DATED THIS _____ DAY OF_____ 2015.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID #9 RIGHT-OF-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No.9 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

_____
GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, CRAIG A. GONZALEZ, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS
CRAIG A. GONZALEZ
99268
LICENSED PROFESSIONAL ENGINEER
04/27/2016

CRAIG A. GONZALEZ DATE
LICENSED PROFESSIONAL ENGINEER No. 99268
FIRM NO. F-13094

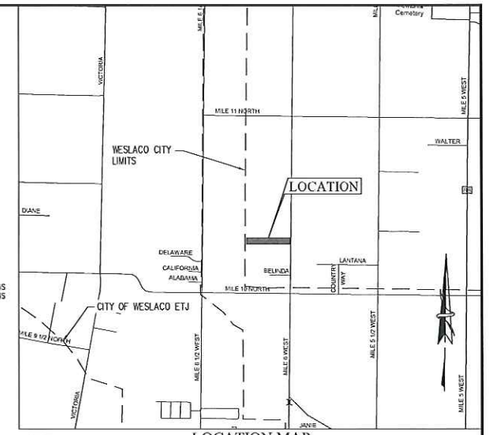
FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON _____AT_____A.M./P.M.

INSTRUMENT NUMBER_____.

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____, DEPUTY CLERK



LOCATION MAP
SCALE: 1"=2000'

L & D RODRIGUEZ SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No.1 IN THE EASTERN PART OF HIDALGO COUNTY AT A DISTANCE APPROXIMATELY 1,450 FEET NORTH OF THE INTERSECTION OF MILE 6 WEST ROAD AND MILE 10 NORTH ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF WESLACO WITH A POPULATION OF 35,670 ACCORDING TO THE 2010 U.S. CENSUS. THE SUBDIVISION IS ADJACENT TO THE CITY OF WESLACO CITY LIMITS AND LOCATED WITHIN THE CITY OF WESLACO ETJ.

METES AND BOUNDS DESCRIPTION:

THE NORTH 5.60 ACRES OF THE SOUTH 11.20 ACRES OF FARM TRACT 198, BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 2 PAGES 34 THRU 37 OF THE MAP RECORDS OF SAID COUNTY, SAID 5.60 ACRES OF BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT, THENCE WITH THE EAST LINE OF SAID LOT, THE CENTERLINE OF MILE 6 WEST ROAD, NORTH 184.80 FEET TO THE SOUTHEAST CORNER HEREOF AND PLACE OF BEGINNING;

THENCE WITH THE NORTH LINE OF SANTANA RODRIGUEZ' TRACT AS DESCRIBED IN DOCUMENT NUMBER 2609131 OF THE OFFICIAL RECORDS OF SAID COUNTY, WEST, AT 30.00 FEET FOUND A ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE EXISTING WEST RIGHT OF WAY OF SAID MILE 6 WEST ROAD, AT 1320.00 FEET IN ALL TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR THE SOUTHWEST CORNER HEREOF;

THENCE WITH THE WEST LINE OF SAID LOT, NORTH 184.80 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR THE NORTHWEST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF TONY ARROYO'S TRACT AS DESCRIBED IN VOLUME 3404 PAGE 815 OF THE OFFICIAL RECORDS OF SAID COUNTY, EAST, AT 1290.00 FEET FOUND A ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE WEST RIGHT OF WAY OF SAID ROAD, AT 1320.00 FEET IN ALL TO THE NORTHEAST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID LOT, THE CENTERLINE OF SAID ROAD, SOUTH 184.80 FEET TO THE PLACE OF BEGINNING, CONTAINING FIVE AND SIXTY HUNDREDTHS (5.60) ACRES, MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, PABLO PENA III, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF SURVEY.

_____ DATE
PABLO PENA III
R.P.L.S. No. 5242
FIRM No. 10087200

INDEX TO SHEETS OF L & D RODRIGUEZ SUBDIVISION PLAT

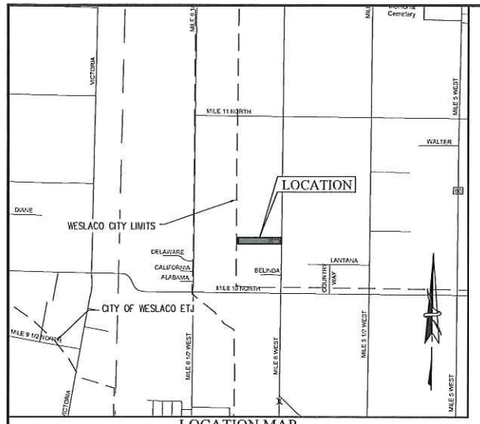
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION & ATTESTATION; ENGINEER'S & SURVEYOR'S CERTIFICATION; HIDALGO COUNTY CERTIFICATION OF PLAT APPROVAL; CITY OF WESLACO MAYOR'S CERTIFICATION OF PLAT APPROVAL; CITY OF WESLACO PLANNING AND ZONING COMMISSION CERTIFICATION OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATION OF THE PRECINCT THE PROJECT IS SITUATED; COUNTY CLERK'S RECORDING CERTIFICATION; HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 APPROVAL; HIDALGO COUNTY DRAINAGE DISTRICT No.1 APPROVAL; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION.
2	WATER DISTRIBUTION AND SANITARY SEWER MAP, ENGINEERING REPORT INCLUDING DESCRIPTION OF WATER AND WASTEWATER AND ENGINEERING CERTIFICATION. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION.SUBDIVIDER CERTIFICATE AND STATEMENT; MAP OF UTILITIES, BUILDING SITE PLAN, TOPOGRAPHY AND DRAINAGE; REVISION NOTES.

URBAN INFRASTRUCTURE GROUP, INC.
407 N. SALINAS BLVD.
PO BOX 729
DONNA, TEXAS 78537
(956) 464-4710
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PRINCIPAL CONTACTS		ADDRESS	PHONE
OWNER:	LORENZO & DIANA RODRIGUEZ	4525 N. WESTGATE DR., WESLACO, TX 78599	(956) 969-1400
ENGINEER: URBAN INFRASTRUCTURE GROUP, INC.	CRAIG A. GONZALEZ	407 N. SALINAS BLVD., DONNA, TEXAS 78537	(956) 464-4710
SURVEYOR: PENA ENGINEERING & SURVEYING, INC.	PABLO PENA III	1001 WHITEWING AVE., MCALLEN, TX 78501	(956) 682-8812

No.	REVISION	DATE	APPROVED
1	REVISED PER HIDALGO COUNTY COMMENTS	09-04-15	CAG
2	REVISED PER R.O.W. DEPT. COMMENTS	03-10-16	CAG
3	REVISED PER HCCID #9	04-27-16	CAG

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LOCATION MAP
SCALE: 1"=2000'

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

L & D RODRIGUEZ 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 PROVISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE WEST SIDE OF THE RIGHT-OF-WAY OF N. MILE 6 WEST RD.

WATER DISTRIBUTION FOR THE L & D RODRIGUEZ SUBDIVISION CONSISTS OF TWO SEPARATE SINGLE SERVICE LINES THAT TAP TO THE EXISTING 8" DIAMETER WATER LINE. LOT 2 ALREADY HAD AN EXISTING ¾" SERVICE LINE WHICH HAS BEEN EXTENDED TO THE NEW R.O.W. LINE. THE EXISTING WATER METER HAS BEEN RELOCATED TO THE NEW R.O.W. LINE. A NEW 1" SERVICE LINE EXTENDING TO THE NEW R.O.W LINE HAS BEEN INSTALLED TOGETHER WITH THE METER BOX ON LOT 1. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE COST FOR THE SERVICE LINE EXTENSION AND METER RELOCATION FOR LOT 2 IS $300.00. THE COST FOR THE NEW SERVICE LINE FOR LOT 1 IS $1,800.00. IN ADDITION, CDS SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $1,425.00 WHICH COVERS THE COST FOR LOT 1 AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING LOT 1 IN THE SUBDIVISION TO N.A.W.S.C. ALSO, THE SUBDIVIDER HAS PAID THE WATER SUPPLY FEE OF $850.00 TO N.A.W.S.C. FOR LOT 2. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR LOT 1. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION, COST, AND OPERABILITY DATE:

SEWAGE FROM L & D RODRIGUEZ SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. LOT 1 HAS EXISTING AN OSSF THAT WILL BE ABANDONED. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF EACH LOT FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCES CONSERVATION SERVICE SOIL SURVEY INDICATED A SANDY CLAY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE IN EACH LOT 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 SILTY/SANDY CLAY LOAM EXTENDING UP TO 30" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 30" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL AN OSSF SYSTEM ON LOT 2, THE RESIDENTIAL LOT, IS $1,500.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF HAS BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. WITH THE FILING OF THIS PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A (CASHIERS CHECK OR PERSONAL CHECK) REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $1,500.00 WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON LOT 2. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER LOT 2 IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

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 METER FOR LOT 1 COST A TOTAL OF $3,225.00. THE RELOCATION OF THE EXISTING WATER METER FOR LOT 2 COST A TOTAL OF $1,150.00. THE GRAND TOTAL COST FOR THE SUBDIVISION IS $4,375.00.

SEWAGE FACILITIES –SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 FOR LOT 2 (ALL INCLUSIVE).

04/27/2016
CRAIG A. GONZALEZ, P.E. DATE
LICENSED PROFESSIONAL ENGINEER No. 99268

STATE OF TEXAS · CRAIG A. GONZALEZ · 99268 · LICENSED · PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION:

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (A) WATER CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

2.– WE, LORENZO & DIANA RODRIGUEZ, SUBDIVIDERS OF L&D RODRIGUEZ SUBDIVISION, HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE QUALITY & QUANTITY TO ENABLE SAID SUBDIVISION TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE, COUNTY, AND CITY REGULATIONS.

LORENZO RODRIGUEZ

DIANA RODRIGUEZ

STATE TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LORENZO & DIANA RODRIGUEZ KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

CONSTRUCTION COST ESTIMATE FOR

WATER IMPROVEMENTS	$ 4,375.00
OSSF IMPROVEMENTS	$ 1,500.00
DRAINAGE IMPROVEMENTS	$ 0
PAVING IMPROVEMENTS	$ 0
TOTAL	$ 5,875.00

L & D RODRIGUEZ SUBDIVISION PLAT

DRAINAGE REPORT FOR L & D RODRIGUEZ SUBDIVISION

INTRODUCTION
THE L & D RODRIGUEZ SUBDIVISION INCLUDES 2 LOTS (ONE COMMERCIAL LOT AND ONE RESIDENTIAL LOT) ON A 5.60-ACRE TRACT. THE PROPERTY IS LOCATED AT 4525 N. WESTGATE DR. WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WESLACO ON THE WEST SIDE OF MILE 6 WEST RD. (WESTGATE DR.), APPROXIMATELY 1,490 FEET NORTH OF THE INTERSECTION WITH MILE 10 NORTH RD.

FLOODPLAIN INFORMATION
THE PROPERTY DOES NOT CONTAIN FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) SPECIAL FLOOD HAZARD AREAS (SFHA). THE L & D RODRIGUEZ SUBDIVISION IS LOCATED WITHIN FEMA COMMUNITY PANEL NO. 480334 0450 C, MAP REVISED JUNE 6, 2000, AND REVISED TO REFLECT LOMR DATED MAY 30, 2002. THE PROPERTY IS LOCATED WITHIN A FEMA ZONE X 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.

SOIL SURVEY
THE SOIL ON THE PROPERTY IS 100% HIDALGO SANDY CLAY LOAM, 0 TO 1 PERCENT SLOPES (MAP SYMBOL 28), AS INDICATED IN THE USDA NATURAL RESOURCES CONSERVATION SERVICE (NRCS) WEB SOIL SURVEY.

HYDROLOGY
STORMWATER GENERALLY FLOWS FROM THE WEST TO THE EAST ON THE TRACT. THE EXISTING 5.60 ACRES IS UNDEVELOPED LAND WITH THE EXCEPTION OF THE FRONT 0.5 ACRE WHICH CONSISTS OF AN EXISTING BUILDING, AN ASPHALT PARKING LOT, AND GRASS SURFACE. PROPOSED DEVELOPMENT ON LOT 1, THE COMMERCIAL LOT, IS AN OFFICE BUILDING AND ASPHALT PARKING LOT. A SINGLE-FAMILY DETACHED HOUSE IS PROPOSED ON LOT 2, THE RESIDENTIAL LOT. THE EXISTING PEAK 10-YEAR FLOW RATE IS APPROXIMATELY 0.30 CFS FOR LOT 1 AND 1.04 CFS FOR LOT 2. THE PROPOSED PEAK 25-YEAR FLOW RATE IS APPROXIMATELY 0.92 CFS FOR LOT 1 AND 1.66 CFS FOR LOT 2.

DETENTION
THE REQUIRED DETENTION VOLUME TO CONTAIN THE 25-YEAR FREQUENCY STORM EVENT WITH PROPOSED IMPROVEMENTS WHILE RELEASING AT THE EXISTING 10-YEAR FREQUENCY STORM EVENT RATE IS APPROXIMATELY 2,304 CF FOR LOT 1 AND 5,276 CF FOR LOT 2. THE DETENTION PONDS WILL DRAIN INTO THE ROADSIDE SWALE ALONG MILE 6 WEST RD. THE DRAINAGE THEN FLOWS NORTH TOWARD MILE 11 NORTH RD. AND EVENTUALLY TO THE WESLACO NORTH LATERAL DITCH.

ENGINEER CERTIFICATION
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A FLOOD ZONE X 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 NO. 480334 0450 C, MAP REVISED JUNE 6, 2000, AND REVISED TO REFLECT LOMR DATED MAY 30, 2002).

STATE OF TEXAS · CRAIG A. GONZALEZ · 99268 · LICENSED · PROFESSIONAL ENGINEER

04/27/2015
CRAIG A. GONZALEZ DATE
LICENSED PROFESSIONAL ENGINEER NO. 99268

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO:

LA SUBDIVISIÓN L & D RODRÍGUEZ 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 L & D RODRÍGUEZ CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VÍA (RIGHT-OF-WAY) DE LA CALLE N. MILE 6 WEST RD.

LA DISTRIBUCIÓN DE AGUA DE LA SUBDIVISIÓN L & D RODRÍGUEZ CONSISTE DE DOS DISTINTOS CONDUCTOS DE AGUA QUE SE CONECTAN AL EXISTENTE CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO. EL LOTE 2 YA TENÍA UN CONDUCTO DE AGUA DE ¾ DE PULGADA DE DIÁMETRO QUE HA SIDO EXTENDIDO HASTA EL NUEVO LÍMITE DEL DERECHO DE VÍA. UN NUEVO CONDUCTO DE AGUA DE 1 PULGADA DE DIÁMETRO QUE SE EXTIENDE HASTA EL NUEVO LÍMITE DEL DERECHO DE VÍA HA SIDO INSTALADO JUNTO CON UNA CAJA DE MEDIDOR DE AGUA EN EL LOTE 1. TALES SERVICIOS TERMINAN EN LA CAJA DEL MEDIDOR DE AGUA DE CADA LOTE. EL COSTO POR LA EXTENSIÓN DEL CONDUCTO DE AGUA Y LA REUBICACIÓN DEL MEDIDOR DE AGUA PARA EL LOTE 2 ES $300.00. EL COSTO POR EL NUEVO CONDUCTO DE AGUA PARA EL LOTE 1 ES $1,800.00. ADEMÁS, EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $1,425.00, QUE CUBRE EL COSTO DEL MEDIDOR DE AGUA PARA EL LOTE 1 SEGÚN EL CONTRATO DE SERVICIO DE 30 AÑOS. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DEL MEDIDOR DE AGUA, CUOTAS DE ADQUISICIÓN DE DERECHOS, Y CUOTAS DE MEMBRESÍA U OTRAS CUOTAS RELACIONADAS CON LA CONEXIÓN DEL LOTE 1 A LA COMPAÑÍA N.A.W.S.C. TAMBIÉN EL DUEÑO DE LA SUBDIVISIÓN HA PAGADO LA CUOTA DEL SUMINISTRO DE AGUA DE $850.00 A LA COMPAÑÍA N.A.W.S.C. PARA EL LOTE 2. CUANDO EL DUEÑO DEL LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARÁ SIN ALGÚN COBRO AL DUEÑO. EL SISTEMA DE AGUA HA SIDO APROBADO Y ACEPTADO POR LA COMPAÑÍA N.A.W.S.C., Y TAL SISTEMA DE DISTRIBUCIÓN DE AGUA ESTÁ EN FUNCIONAMIENTO A LA FECHA DEL REGISTRO DEL PLANO DE LA SUBDIVISIÓN.

DRENAJE SANITARIO: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO:

LAS AGUAS NEGRAS DE LA SUBDIVISIÓN L & D RODRÍGUEZ SERÁN TRATADAS POR UN SISTEMA DE FOSA SÉPTICA EN CADA LOTE. ESTE SISTEMA DE FOSA SÉPTICA CONSISTE DE UN TANQUE SÉPTICO DE DISEÑO ESTÁNDAR DE DOS COMPARTIMIENTOS Y UN CAMPO DE DRENAJE EN EL LOTE. EL INGENIERO ABAJO FIRMANTE HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA ENTREGADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA FOSAS SÉPTICAS. EL REPORTE FUE REVISADO Y APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT). EL LOTE CONTIENE UN ÁREA ADECUADA PARA UN CAMPO DE DRENAJE DE REEMPLAZO.

CADA LOTE EN LA SUBDIVISIÓN PROPUESTA MIDE POR LO MENOS MEDIO ACRE. EL ESTUDIO DEL SUELO DEL NATURAL RESOURCES CONSERVATION SERVICE INDICA QUE EL ÁREA CONTIENE SUELO FRANCO ARCILLO ARENOSO. SE HICIERON DOS EXCAVACIONES DE EVALUACIÓN EN CADA LOTE EN LUGARES OPUESTOS DE LA PROPUESTA ÁREA DE ELIMINACIÓN. EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME.) EL SUELO ES FRANCO ARCILLO LIMOSO/ARENOSO Y SE EXTIENDE HASTA 30 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO HAY INDICACIÓN DE AGUA SUBTERRÁNEA O UNA CAPA RESTRICTIVA A 30 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. LA SUBDIVISIÓN DRENA APROPIADAMENTE.

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA DE FOSA SÉPTICA EN EL LOTE 2, EL LOTE RESIDENCIAL, ES $1,500.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SÉPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL DEL PLANO DE LA SUBDIVISIÓN. CON EL REGISTRO DEL PLANO FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARÁ UNA GARANTÍA FINANCIERA DE CUMPLIMIENTO EN FORMA DE UN (CHEQUE DE CAJA O CHEQUE PERSONAL) REPRESENTANDO UN "DEPÓSITO EN EFECTIVO" MANTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE $1,500.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SÉPTICA EN EL LOTE 2. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DEL SISTEMA DE FOSA SÉPTICA EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL LOTE 2 SEA VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN. EL DUEÑO DE LA SUBDIVISIÓN SERÁ RESPONSIBLE DE PRESENTAR EN EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO UNA SOLICITUD PARA UN PERMISO DE CONSTRUIR UN SISTEMA SÉPTICO. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS EN EL LOTE ANTES QUE EL CONDADO DE HIDALGO APRUEBE LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACIÓN DEL INGENIERO:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DRENAJE SANITARIO DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL 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 SANITARIO SON:

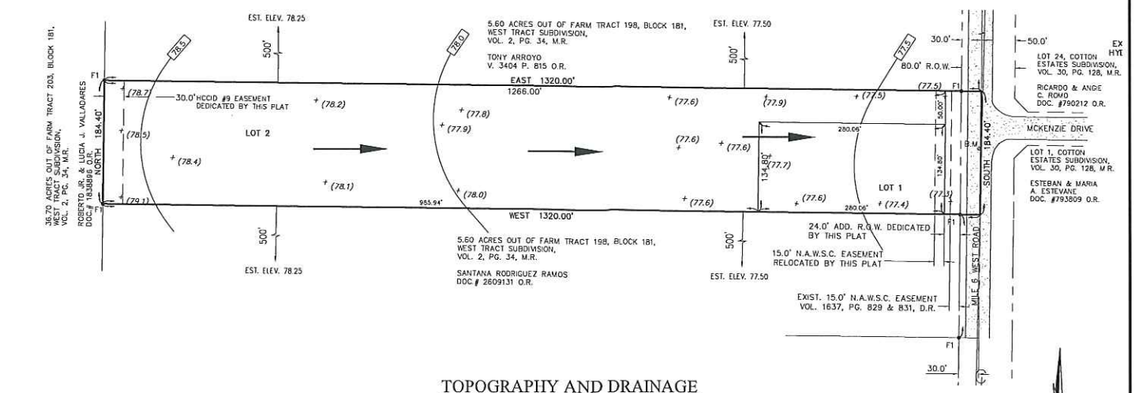
AGUA: EL SISTEMA/SERVICIO DE AGUA COMPLETAMENTE CONSTRUIDO JUNTO CON LA INSTALACIÓN DEL MEDIDOR DE AGUA EN EL LOTE 1 COSTÓ UN TOTAL DE $3,225.00. LA REUBICACIÓN DEL MEDIDOR DE AGUA EXISTENTE PARA EL LOTE 2 COSTÓ UN TOTAL DE $1,150.00. EL GRAN TOTAL POR LA SUBDIVISIÓN ES $4,375.00.

DRENAJE SANITARIO: EL COSTO ESTIMADO POR EL SISTEMA DE FOSA SÉPTICA PARA EL LOTE 2 (TODO INCLUIDO) ES $1,500.00.

STATE OF TEXAS · CRAIG A. GONZALEZ · 99268 · LICENSED · PROFESSIONAL ENGINEER

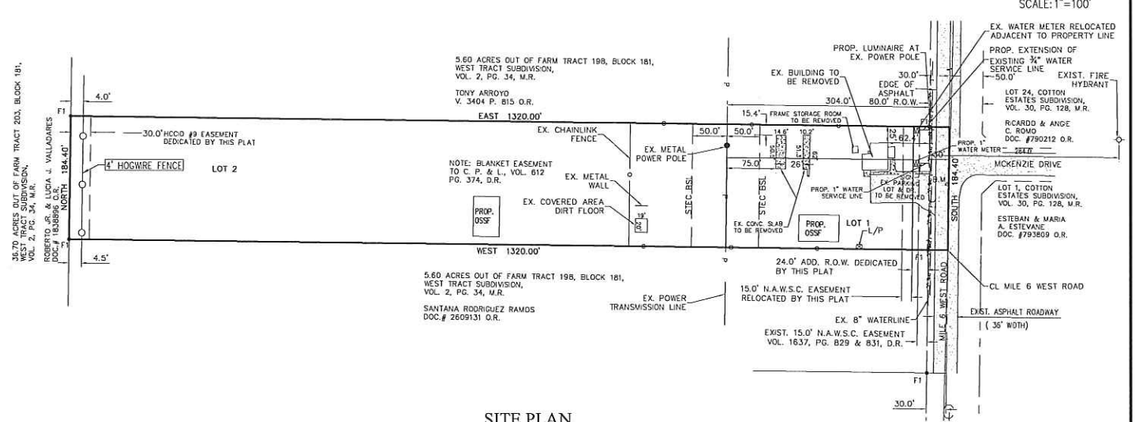
04/27/2016
CRAIG A. GONZALEZ, P.E. FECHA
INGENIERO PROFESIONAL REGISTRADO No. 99268

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DONNA, TEXAS 78537
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TOPOGRAPHIY AND DRAINAGE

SCALE: 1"=100'



SITE PLAN

AS BUILT FOR WATER SERVICE LINE IMPROVEMENTS

LEGEND

F1 – FOUND 1/2" DIAMETER IRON ROD
R.O.W. – RIGHT-OF-WAY
E.O.A. – EDGE OF ASPHALT
CONC. – CONCRETE
CVRD. – COVERED
M.R. – MAP RECORDS
D.R. – DEED RECORDS
O.R. – OFFICIAL RECORDS
S.E.C. – SOUTHEAST CORNER
SEC. – SECTION
L/P – LIGHT POLE
N.E.C. – NORTHEAST CORNER
S.E.C. – SOUTHEAST CORNER
BLKS. – BLOCKS
–○– POWER POLE
☎ TELEPHONE PEDESTAL
(78.0) – NATURAL GROUND ELEVATION (N.A.V.D. 88)
B.M. – BENCH MARK(SET P–K NAIL ON ASPHALT APROXIMELY 99 FEET NORTH OF THE S.E.C. OF THIS PROPERTY ELEVATION=78.04) N.A.V.D. 88
NAWSC – NORTH ALAMO WATER SUPPLY CORP.
W/M – WATER METER
"F.H." – FRAME HOUSE PART ON CONC. BLKS. AND PART ON CONC. SLAB
—P— OVERHEAD POWER TRANSMISSION LINE
—OHE— OVERHEAD ELECTRIC LINE
—x— 6' CHAINLINK FENCE
—○— 4' HOGWIRE FENCE
—□— 6' CEDAR FENCE
—x— 4' CHAINLINK FENCE
—T— TELEPHONE LINE

INDEX TO SHEET OF L & D RODRIGUEZ SUBDIVISION PLAT

1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS;LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION; ATTESTATION; ENGINEER'S & SURVEYOR'S CERTIFICATION; HIDALGO COUNTY CERTIFICATION OF PLAT APPROVAL; CITY OF WESLACO MAYOR'S CERTIFICATION OF PLAT APPROVAL; CITY OF WESLACO PLANNING AND ZONING COMMISSION CERTIFICATION OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATION THE PRECINCT THE PROJECT IS SITUATED; COUNTY CLERK'S RECORDING CERTIFICATION; HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9 APPROVAL; HIDALGO COUNTY DRAINAGE DISTRICT No.1 APPROVAL; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION.
2	WATER DISTRIBUTION AND SANITARY SEWER MAP, ENGINEERING REPORT INCLUDING DESCRIPTION OF WATER AND WASTEWATER AND ENGINEERING CERTIFICATION, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION; MAP OF UTILITIES, BUILDING SITE PLAN, TOPOGRAPHY AND DRAINAGE; REVISION NOTES.

No.	REVISION	DATE	APPROVED
1	REVISED PER HIDALGO COUNTY COMMENTS	09-04-15	CAG
2	REVISED PER NAWSC COMMENTS	03-15-16	CAG
3	REVISED PER HCCID #9 COMMENTS	04-27-16	CAG

PRINCIPAL CONTACTS		ADDRESS	PHONE
OWNER:	LORENZO & DIANA RODRIGUEZ	4525 N. WESTGATE DR., WESLACO, TX 78599	(956) 969-1400
ENGINEER: URBAN INFRASTRUCTURE GROUP INC.	CRAIG GONZALEZ, P.E.	407 N. SALINAS BLVD., DONNA, TX 78537	(956) 464-4710
SURVEYOR: PENA ENGINEERING & SURVEYING INC.	PABLO PENA III	1001 WHITEWING AVE., MCALLEN, TX 78501	(956) 682-8812

SandraPC – File: V:\109500 L. Rodriguez\2-PLAT SHEET(for HC).dwg

AI-55274 Precinct #2 14. A.

CC - REGULAR

Meeting Date: 07/06/2016

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

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of McAllen, concerning ROW Acquisition for the Pct 2 Yuma Avenue Road Improvement Project from Jackson Rd to McColl Rd.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding ROW Acquisitions for the Pct 2 Yuma Avenue Road Improvement Project from Jackson Road to McColl Rd.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1345-432-00-122-126-0-841

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

BUDGETARY IMPACT:

Attachments

ICA

LEGAL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/01/2016 09:30 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Erika Zamora Started On: 06/30/2016 05:51 PM

Final Approval Date: 07/01/2016

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF MCALLEN, TEXAS CONCERNING RIGHT OF WAY ACQUISITION FROM YUMA AVENUE WEST TO MCCOLL RD

This Agreement is made on this _____ day of _____, 2016 by and between the County of Hidalgo, Texas, hereinafter referred to as "County", and the City of McAllen, Texas, hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the County is a County in the State of Texas;

WHEREAS, the City and County entered into an Interlocal Agreement dated December 15th, 2015 to make needed road improvements to E. Yuma Avenue from Jackson Rd. to McColl Rd. (the "Prior Project");

WHEREAS, County in order to complete the Prior Project requires right of way acquisition for certain right of way located within the corporate limits of City (the "Project") such right of way more particularly described in Exhibit A attached hereto (the "ROW");

WHEREAS, City consents to the ROW acquisition by County within its corporate limits;

WHEREAS, County upon completion of the Prior Project County shall convey the ROW to City;

WHEREAS, the estimated cost for this ROW acquisition is approximately Eighty Three Thousand Four Hundred Two and no/100ths Dollars ($83,402.00);

WHEREAS, County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

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

1. County agrees, at County's sole cost and expense, to acquire the ROW and upon completion of the Prior Project to convey the ROW to City.

2. City consents and authorizes County to acquire the ROW within its corporate limits.

3. The Project would benefit the Hidalgo County Regional Linear Park Project by providing connectivity to other portions of the Prior Project.

4. The total estimated cost for the Project will be approximately Eighty Three Thousand Four Hundred Two and no/100ths Dollars ($83,402.00)

5. County shall provide through its own forces or by third party contractor(s) right of way acquisition for the Project.

6. Pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein with its corporate city limits.

7. The parties further agree that upon completion of the Project, each party shall be responsible for the maintenance and operation of the improvements within each party's respective jurisdiction.

8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

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

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

11. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended

only by agreement in writing executed by County and City, and not otherwise.

12. **Amendment:** This Agreement cannot be amended, changed, modified, supplemented or revised unless it is evidenced in writing and signed by all parties to this agreement.

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

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

If to McAllen: City of McAllen
Attention: Honorable Jim Darling, Mayor
1300 Houston Avenue
McAllen, Texas 78501

If to County: Hidalgo County, Texas
Attn: Honorable Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

Copies to: Honorable Eduardo “Eddie” Cantu, Commissioner, Pct. No. 2
300 W Hall Acres Ste 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 the 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 as often as may be appropriate.

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

21. **Governmental Purpose:** Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

23. Following completion of construction of the Project each party hereto shall maintain the road and/or linear park described in the Project within their respective jurisdictions where applicable.

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

CITY OF MCALLEN

By: _____
Jim Darling, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:

By: _____
McAllen City Attorney

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT A

RIGHT OF WAY DESCRIPTION

County: Hidalgo, Precinct 2
WA#22 Supplemental #2: Yuma Extension

Exhibit: _A_
FIELD NOTES FOR PARCEL 1

Being a 7,120 square foot or 0.16 of an acre tract of land, out of Lot 1, Block 16, Steele and Pershing Subdivision, as recorded in Volume 8, Page 115, of the Deed Records, Hidalgo County, Texas, and being out of a called 0.95 of an acre tract of land, conveyed by Warranty Deed with Vendor's Lien dated October 20, 2005, as described in Document No. 1540418 of the Official Records, Hidalgo County, Texas, said 7,120 square foot or 0.16 of an acre tract of land being more particularly described by metes and bounds as follows;

Commencing at McColl Road, for the Northwest corner of said called 0.95 of an acre tract of land, for the Northwest corner of said Lot 1, Block 16, Steele and Pershing Subdivision;

Thence with the West line of said Lot 1, Block 16, South 08°37'54" West a distance of 50.00 feet to a point;

Thence departing the West line of said Lot 1, Block 16, and across and through said called 0.95 of an acre tract of land, South 81°22'06" East a distance of 50.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." (N=16,590,644.854, E=1,077,146.319) set in the apparent East Right of Way line of McColl Road, for the Southwest corner and **Point of Beginning** of this herein described tract of land;

1. **Thence** departing the South line of said called 0.95 of an acre tract of land, and with the apparent East Right of Way line of McColl Road, North 08°37'54" East a distance of 30.00 feet to the existing South Right of Way line of Yuma Avenue (60' R.O.W.) for the Northwest corner of this herein described tract to of land;

2. **Thence** with the existing South Right of Way line of Yuma Road, South 81°22'06" East a distance of 258.29 feet to the existing West Right of Way line of the Hidalgo County Irrigation District No. 2 Lateral "E" canal, described as Tract No.2, Volume 120, Page 546, of the Deed Records, Hidalgo County, Texas, for the Northeast corner of this herein described tract of land;

3. **Thence** with the Northwesterly line of the Hidalgo County Irrigation District No.2 Lateral "E", South 63°01'53" West a distance of 51.54 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the South line of said of said Lot 1, Block 16, for the Southeast corner of this herein described tract of land;

4. **Thence** with the South line of said Lot 1, Block 16, across and though said 0.95 of an acre tract of land, with the South proposed Right of Way line of Yuma Avenue, North 81°22'06" West a distance of 216.38 feet to the **Point of Beginning** and being a 7,120 square foot or 0.16 of an acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

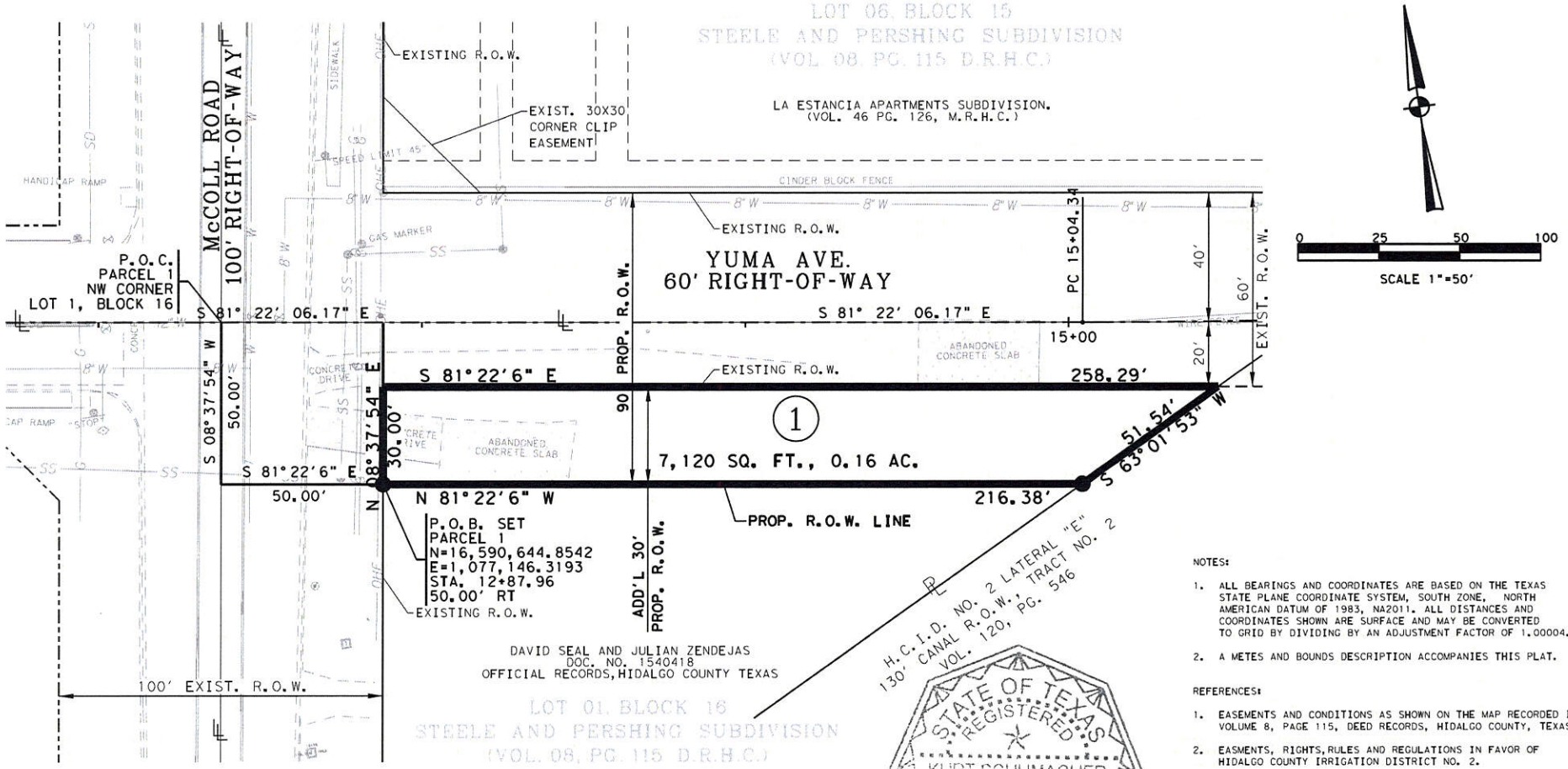
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

06/01/2016

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





LEGEND:

LOT LINE	
PROPERTY LINE	
PARCEL NUMBER	Ⓝ
RIGHT OF WAY	R.O.W.
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
HIDALGO COUNTY DEED RECORDS	H.C.D.R.
HIDALGO COUNTY MAP RECORDS	H.C.M.R.
HIDALGO COUNTY OFFICIAL RECORDS	H.C.O.R.
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."	●
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED	○
OVERHEAD ELECTRIC	—OHE—

PLAT OF SURVEY
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT

A 7,120 SQ. FT. (0.16 AC.)
TRACT OF LAND SITUATED IN LOT 1, BLOCK 16
STEELE AND PERSHING SUBDIVISION,
OUT OF A CALLED 0.95 ACRES OF LAND
AS RECORDED IN DOCUMENT NO. 1540418,
OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

EXHIBIT ____

PAGE 3 OF 3

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

06/01/2016

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP RECORDED IN VOLUME 8, PAGE 115, DEED RECORDS, HIDALGO COUNTY, TEXAS.
2. EASMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
3. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT OF PUBLIC RECORD.
4. ALL RIGHTS, TITLES, AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER:
HIDALGO COUNTY
OWNER: DAVID SEAL AND JULIAN ZENDEJAS
GF No.: 0003166520
EFFECTIVE DATE:
MAY 4, 2016

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 1
PCT. 2 REGIONAL LINEAR PARK PROJECT

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-3335
FAX.: (956) 424-3132
TBPLS REG. FIRM# 10193886

County: Hidalgo, Precinct 2
WA#22 Supplemental #2: Yuma Extension

Exhibit: _A_
FIELD NOTES FOR PARCEL 2

Being a 22,920 square foot or 0.53 of an acre tract of land, out of Lot 6, Block 15 and Lot 1, Block 16, Steele and Pershing Subdivision, as recorded in Volume 8, Page 115, of the Deed Records, Hidalgo County, Texas, and being out of Hidalgo County Irrigation District Canal Lateral "E" Right of Way, referenced as Tract No. 2, described in Volume 120, Page 546, Deed Records Hidalgo County, Texas, and referenced as Tract No. 19, as described in Volume 120, Page 550, of the Deed Records, Hidalgo County, Texas, said 0.53 of an acre tract of land being more particularly described by metes and bounds as follows;

1. **Beginning** at a ½" iron pin found (N=16,590,625.56, E=1,077,539.98) in the East line of said Lateral "E" Right of Way, for the Southeast corner of La Estancia Subdivision, as recorded in Volume 46, Page 126, of the Map Records, Hidalgo County, Texas, for the Northwest corner of this herein described tract of land;

2. **Thence** with the proposed 80.00 foot Right of Way line of Yuma Avenue, across and through said Lateral "E" Tract No.2, South 81° 22' 06" East, at a distance of 223.22 feet passing the Northwesterly line of said Lateral "E" Tract No. 19, continuing a total distance of 309.21 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." set in the Northwesterly line of a called 6.444 acre tract of land as described in Document No. 2695551, of the Official Records, Hidalgo County, Texas, for the Northeast corner of this herein described tract of land;

3. **Thence** departing the proposed 80.00 foot Right of Way line of Yuma Avenue, and with the Northwesterly line of said 6.444 acre tract of land, South 63°01'53" West, at a distance of 34.36 feet passing the existing North Right of Way line of Yuma Avenue, continuing a total distance of 68.71 feet to the South line of said Lot 6, Block 15, for the North line of said Lot 1, Block 15, and for a corner of this herein described tract of land;

4. **Thence** with the North line of said Lot 1, Block 16 and the South line of said Lot 6, Block 15, and the South line of said Lateral "E" Tract 19, North 81°22'06" West a distance of 85.89 feet to the Southeasterly line of said Lateral "E" Tract No. 2, for an interior corner of this herein described tract of land;

5. **Thence** departing the South line of said Lot 6, Block 15, across and through said Lot 1, Block 16 with the Southeasterly line of said Lateral "E" Tract No. 2, South 63°01'53" West a distance of 72.71 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." set in the existing South Right of Way line of Yuma Avenue, for the beginning of a curve concave to the Southwest, and for an exterior corner of this herein described tract of land;

6. **Thence** with the South proposed 80.00 foot Right of Way line of Yuma Avenue, across and through said Lateral "E" with said curve concave to the Southwest, having a radius of 3080.00 feet, an arc length of 54.43 feet, a delta angle of 01°00'45", a chord bearing of North 84°06'09" West and a chord distance of 54.28 feet to a 5/8" iron pin with plastic cap set for the beginning of a curve concave to the Northeast and a corner of this herein described tract of land;

7. **Thence** continuing with the proposed South 80.00 foot Right of Way line of Yuma Avenue, across and through said Lateral "E" tract No. 2, with said curve concave to the Northeast having a radius of 3180.00 feet, an arc length of 179.77 feet, a delta angle of 03°14'20", a chord bearing of North 82°59'16" West and a chord distance of 179.74 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." set in the Southeasterly line of a called 0.95 of an acre tract of land as described in Document No. 1500418, of the Official Records, Hidalgo County, Texas, for the Southwest corner of this herein described tract of land;

8. **Thence** departing the South proposed 80.00 foot Right of Way line of Yuma Avenue, with the Southeasterly line of said called 0.95 of an acre tract of land, North 63°01'53" East, at a distance of 51.54 feet passing the South existing Right of Way line of Yuma Avenue, continuing a total distance of 154.61 feet to the **Point of Beginning** and being a 22,920 square foot or 0.53 of an acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

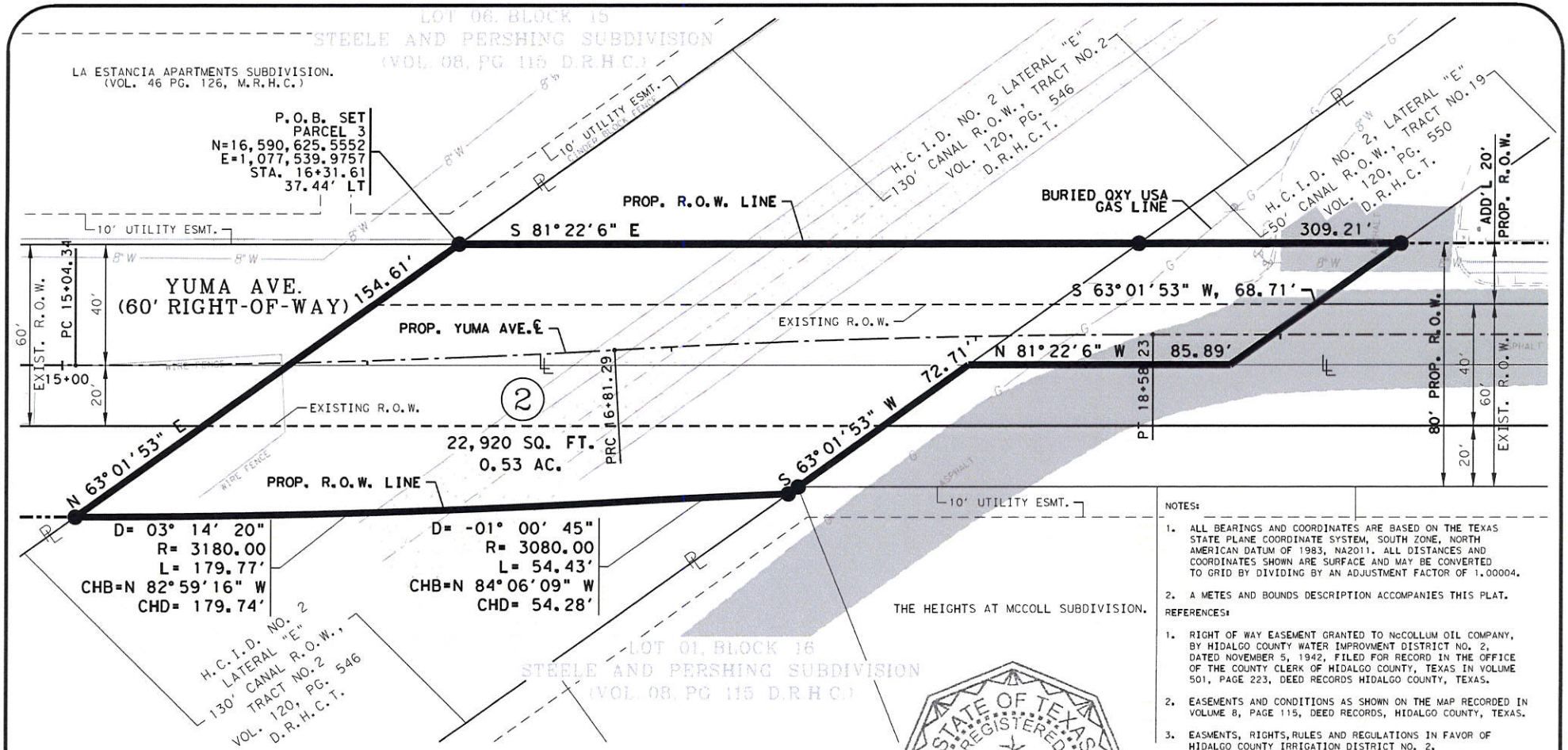
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

06/01/2016

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY EASEMENT GRANTED TO NcCOLLUM OIL COMPANY, BY HIDALGO COUNTY WATER IMPROVMENT DISTRICT NO. 2, DATED NOVEMBER 5, 1942, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 501, PAGE 223, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP RECORDED IN VOLUME 8, PAGE 115, DEED RECORDS, HIDALGO COUNTY, TEXAS.
3. EASMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
4. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT OF PUBLIC RECORD.
5. ALL RIGHTS, TITLES AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2.
6. PARCEL 2 ENCUMBERANCED BY EXISTING OXY USA GAS LINE.
7. PRESCRIPTIVE RIGHTS FOR ROADS, PUBLIC OR PRIVATE, DITCHES, CANALS AND/OR UTILITIES WHICH ARE NOT A PART OF THE PUBLIC RECORD, BUT VISIBLE FROM AN INSPECTION OF THE PROPOSED INSURED LAND(S) OR REVEALED BY A PROPER SURVEY.

LEGEND:

LOT LINE	
PROPERTY LINE	
PARCEL NUMBER	(#)
RIGHT OF WAY	R.O.W.
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
HIDALGO COUNTY DEED RECORDS	H.C.D.R.
HIDALGO COUNTY MAP RECORDS	H.C.M.R.
HIDALGO COUNTY OFFICIAL RECORDS	H.C.O.R.
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."	●
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED	○
OVERHEAD ELECTRIC	—OHE—

PLAT OF SURVEY
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT

A 22,920 SQ. FT. (0.53 AC.)
TRACT OF LAND SITUATED IN
LOT 1, BLOCK 16 AND LOT 6, BLOCK 15
STEELE AND PERSHING SUBDIVISION,
OUT OF H.C.I.D. NO.2 CANAL LATERAL "E"
AS DESCRIBED IN VOLUME 120, PAGE 546
DEED RECORDS, HIDALGO COUNTY, TEXAS.

EXHIBIT _____

PAGE 3 OF 3

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

05-11-2016

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER:
HIDALGO COUNTY
OWNER: HIDALGO COUNTY
IRRIGATION DISTRICT NO. 2
GF No.: 0003166521
EFFECTIVE DATE:
MAY 04, 2016

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 2
PCT. 2 REGIONAL LINEAR PARK PROJECT

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-3335
FAX.: (956) 424-3132
TBPLS REG. FIRM# 10193886

County: Hidalgo, Precinct 2
WA#22 Supplemental #2: Yuma Extension

Exhibit: _A_
FIELD NOTES FOR PARCEL 3

Being a 3,490 square foot or 0.08 of an acre tract of land, out of Lot 6, Block 15, Steele and Pershing Subdivision, as recorded in Volume 8, Page 115, of the Deed Records, Hidalgo County, Texas, and being out of a called 6.444 acre tract of land, conveyed by warranty Deed with Vendor's Lien dated March 10, 2016 to Oscar A. Tamez Guerra, as described in Document No. 2695551, of the Official Records, Hidalgo County, Texas, said 0.08 of an acre tract of land being more particularly described by metes and bounds as follows;

Commencing from the Southeasterly line of Hidalgo County Irrigation District No.2 Lateral "E", referenced as Tract No. 19,as described in Volume 120, Page 550, of the Deed Records, Hidalgo County, Texas, for the North corner of said called 6.444 of an acre tract of land;

Thence with the Southeasterly line of said Lateral "E" Tract No. 19 and the Northwesterly line of said called 6.444 of an acre tract of land, South 63° 01' 53" West, a distance of 1021.94 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." (N=16590579.148, E=1,077,845.684) set in the North proposed 80.000 foot Right of Way line of Yuma Avenue, for the Northwest corner and **Point** of **Beginning** of this herein described tract of land;

1. **Thence** departing the Southeasterly line of said Lateral "E" Tract No.19, across and through said called 6.444 acre tract of land with the North proposed Right of Way line of Yuma Avenue, South 81°22'06" East, a 160.55 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." set for the Northeast corner of this herein described tract of land;

2. **Thence** South 08°37'54" West a distance of 20.00 feet to the North existing Right of Way line of Yuma Avenue, for the Southeast corner of this herein described tract of land;

3. **Thence** with the North existing Right of Way line of Yuma Avenue, North 81°22'06" West a distance of 188.48 feet to the Southeasterly line of said Lateral "E" Tract No. 19, for the Southwest corner of this herein described tract of land;

4. **Thence** with the Southeasterly line of said Lateral "E" Tract No.19, North 63° 01' 53" East a distance of 34.36 feet to the **Point of Beginning** and being a 3,490 square foot or 0.08 of an acre tract of land;

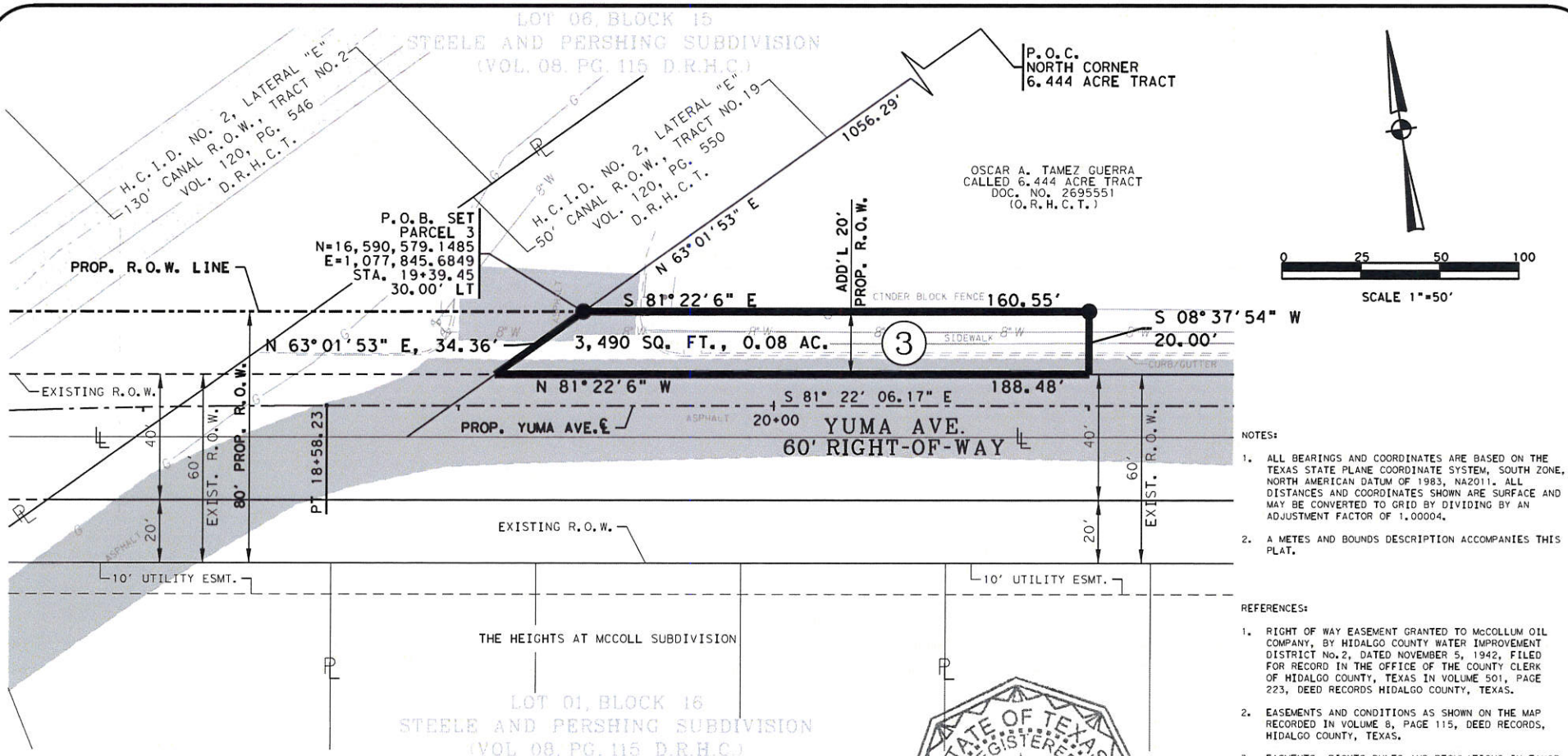
Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

05/31/2016

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. RIGHT OF WAY EASEMENT GRANTED TO McCOLLUM OIL COMPANY, BY HIDALGO COUNTY WATER IMPROVEMENT DISTRICT No.2, DATED NOVEMBER 5, 1942, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 501, PAGE 223, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP RECORDED IN VOLUME 8, PAGE 115, DEED RECORDS, HIDALGO COUNTY, TEXAS.
3. EASMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
4. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT OF PUBLIC RECORD.
5. ALL RIGHTS, TITLES AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

LEGEND:

LOT LINE		
PROPERTY LINE		
PARCEL NUMBER	(3)	
RIGHT OF WAY		R.O.W.
POINT OF COMMENCING		P.O.C.
POINT OF BEGINNING		P.O.B.
HIDALGO COUNTY DEED RECORDS		H.C.D.R.
HIDALGO COUNTY MAP RECORDS		H.C.M.R.
HIDALGO COUNTY OFFICIAL RECORDS		H.C.O.R.
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."	●	
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED	○	
OVERHEAD ELECTRIC	—OHE—	

PLAT OF SURVEY
FOR PCT. 2 REGIONAL LINEAR PARK PROJECT

A 3,490 SQ. FT. (0.08 AC.)
TRACT OF LAND SITUATED IN LOT 1, BLOCK 16
STEELE AND PERSHING SUBDIVISION,
OUT OF A CALLED 6.444 ACRES OF LAND
AS RECORDED IN DOCUMENT NO. 2695551,
OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

EXHIBIT _____

PAGE 3 OF 3

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

05/31/2016

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER:
HIDALGO COUNTY
OWNER: OSCAR A. TAMEZ GUERRA
GF No.: 0003166522
EFFECTIVE DATE:
MAY 12, 2016

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 3
PCT. 2 REGIONAL LINEAR PARK PROJECT

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-3335
FAX.: (956) 424-3132
TBPLS REG. FIRM# 10193886

STATE OF TEXAS §

COUNTY OF HIDALGO §

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding acquisition of road right of way for Yuma Avenue west to McColl Rd., which is within the City limits of the City of McAllen, Texas and which benefits the County Regional Linear Park Project through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and the City of McAllen, Texas.

By vote on_____ 2016, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Zimbra **erika.zamora@co.hidalgo.tx.us**

FW: YumaParcel Sketches & Field Notes

From : Marynel Trevino <mntrevino@atlashall.com> Tue, Jul 05, 2016 10:51 AM
Subject : FW: YumaParcel Sketches & Field Notes 6 attachments
To : 'Erika Zamora' <erika.zamora@co.hidalgo.tx.us>

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, July 05, 2016 10:30 AM
To: 'Marynel Trevino'
Subject: FW: YumaParcel Sketches & Field Notes

Please scan the McAllen /Yuma interlocal to Erika. Thanks.

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Tuesday, July 05, 2016 10:20 AM
To: Steve Crain <scrain@atlashall.com>
Subject: Fwd: YumaParcel Sketches & Field Notes

Good morning Steve,

Attached please find the legal descriptions for the Yuma Avenue Interlocal Agreement. Since I created the agenda item, if you'd like you can email me interlocal once these exhibits are included so I can have Monica attach to the agenda item.

If not the Agenda Item No. is 55274 on tomorrows agenda.

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

From: "Robert Macheska" <rmacheska@lgengineers.com>
To: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
Sent: Tuesday, July 5, 2016 10:10:49 AM
Subject: YumaParcel Sketches & Field Notes

As discussed...

Robert Macheska, P.E., CFM
Project Manager

L&G Engineering
Transportation Consulting Engineers

900 S. Stewart Rd., Ste. 10
Mission, Tx 78572
Ofc: (956) 585-1909
Fax: (956) 585-1927
Cell: (956) 684-8698
www.lgengineers.com
www.lgengineers.com/laboratory

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image002.jpg
561 B

image001.jpg
6 KB

Yuma Ext Parcel 1 6-1-16.pdf
1,007 KB

Yuma Ext Parcel 2 6-1-16.pdf
1 MB

Yuma Ext Parcel 3 5-31-16.pdf
990 KB

ICA between County and City of McAllen concerning ROW Acquisition from Yuma Avenue West to McColl Rd 2016.pdf

163 KB

AI-55226 Precinct #2 14. B.

CC - REGULAR

Meeting Date: 07/06/2016

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

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval for title reports, appraisals, surveys metes & bounds, and acquisition of land for Pct 2 Yuma Avenue Extension Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1345-431-00-122-126-0-841

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

BUDGETARY IMPACT:

Funding available as of 6/29/16.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/29/2016 03:59 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Erika Zamora Started On: 06/29/2016 10:01 AM

Final Approval Date: 07/01/2016

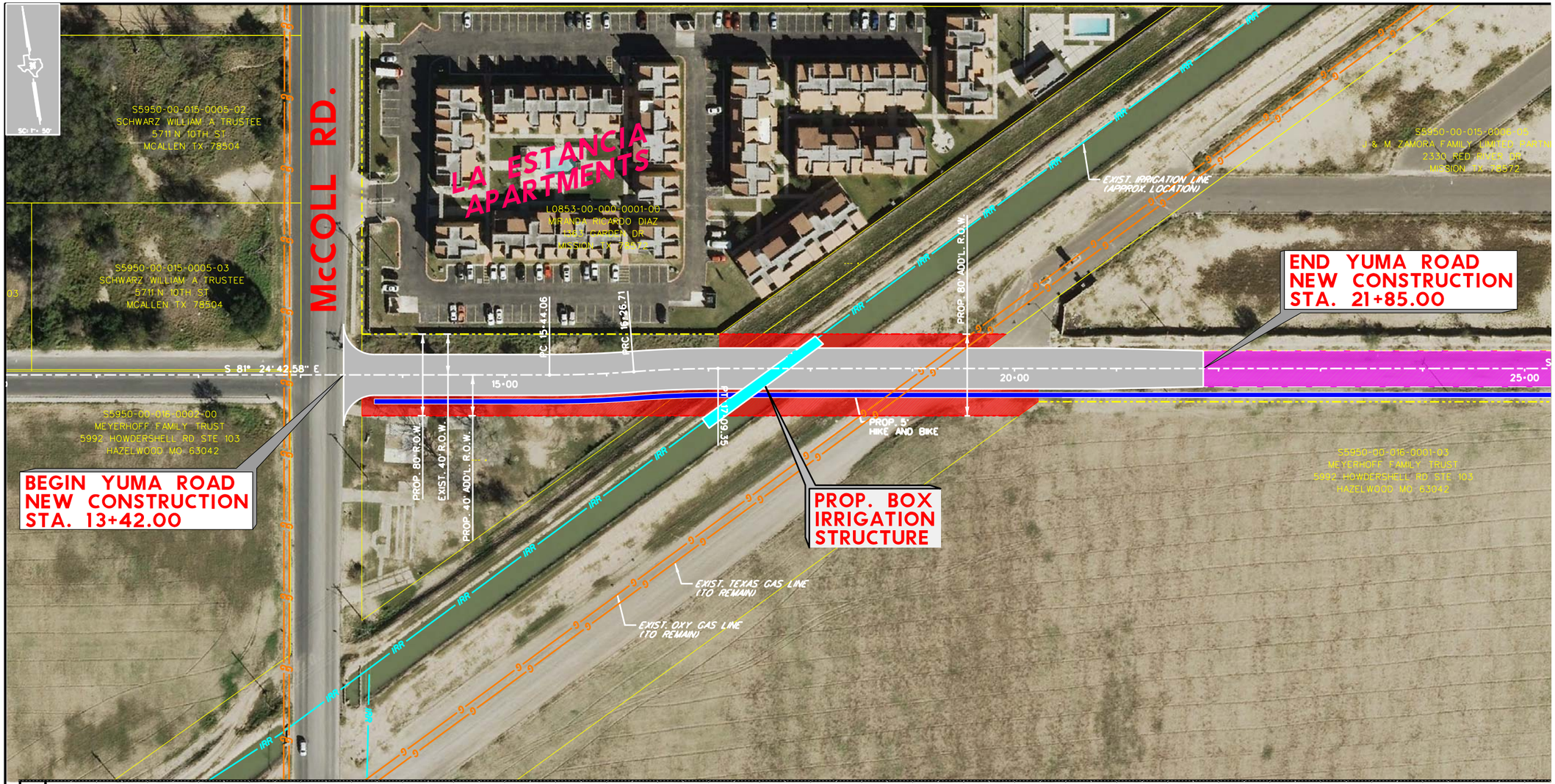
L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No.: F-4105
Exp. 08/31/2012

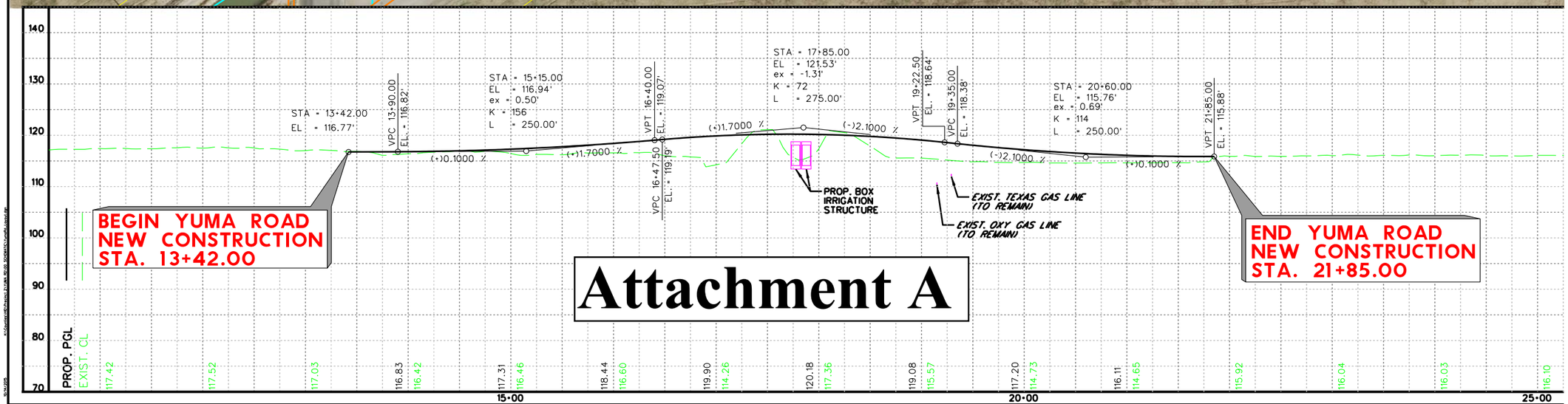
2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018

900 S. Stewart Rd., Ste. 10
Mission, TX. 78572
Phone : (956) 585-1909
Fax : (956) 585-1927

© 2012 Texas Department of Transportation

YUMA ROAD LAYOUT





Attachment A

AI-55246 Precinct #3 15. A.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Acceptance of Quitclaim Deed from JP Morgan Chase Bank regarding the private street (Sunny Haven Street) reflected on the map of Sunny Haven Estates Subdivision, being a subdivision of Lot 17, Bentsen Groves, Addition "E" according to the map thereof recorded in Volume 23, page 55, Map Records, Hidalgo County, Texas

BACKGROUND

Documents reviewed by Atlas & Hall.

Fiscal Impact

Attachments

Quitclaim Deed

Est. Value, Plat, Location Map

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2016 01:50 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Norma Ceballos Started On: 06/30/2016 08:10 AM

Final Approval Date: 07/01/2016

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO §

That, JPMorgan Chase Bank, N.A., a national banking association, formerly known as JPMorgan Chase Bank, formerly known as The Chase Manhattan Bank, successor by merger to Chase Bank of Texas, National Association, formerly known as Texas Commerce Bank National Association, successor by merger to Texas Commerce Bank-Rio Grande Valley, N.A., successor by merger to Texas Commerce Bank – McAllen, N.A., hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of One Dollars ($1.00) and other good and valuable consideration the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has QUITCLAIMED and does by these presents QUITCLAIM unto the County of Hidalgo, Texas ("Grantee"), all of Grantor's right, title and interest in and to the private street reflected on the map of SUNNY HAVEN ESTATES SUBDIVISION, being a subdivision of Lot 17, Bentsen Groves, Addition "E," according to the map thereof recorded in Volume 23, Page 55, Map Records, Hidalgo County, Texas (the "Property").

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above-described Property unto Grantee, and to its successors and assigns forever, so that neither Grantor nor Grantor's successors or assigns shall have, claim or demand any right or title to the aforesaid Property or any part thereof. Grantee hereby acknowledges that Grantor does not represent that it has any interest in the above-described Property, however, Grantor is conveying to Grantee whatever interest in and to said Property Grantor may have subject to any limitations, exceptions to warranties, disclaimers and such other matters, as set forth herein.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed hereunder for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable environmental laws, rules or regulations; (b) the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, donation or otherwise; and (c) the compliance of the Property

or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not on any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that, with respect to any information provided with respect to the Property, Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representation or warranty as to the accuracy or completeness of such information. This conveyance is made on as "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis, and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition or title (except as specifically set forth and limited in this instrument), all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this instrument, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is acquiring the same "AS IS," "WHERE IS," and "WITH ALL FAULTS." Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees, officers, directors, representatives, attorneys and agents (each a "Grantor Party" and collectively, "Grantor Parties") from any and all claims that Grantee may now have or hereafter acquires against Grantor or any Grantor Party for any costs, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee, and Grantee's successors and assigns. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims that Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this instrument, Grantee agrees that in the event of any defects or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor and all Grantor Parties of all rights, express or implied, grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages and Grantee may have no remedy against such predecessor, contractors or consultants.

To the extent not prohibited by applicable law, Grantee hereby agrees to indemnify, protect, defend, save and hold harmless Grantor, and each Grantor Party from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs and expenses (including without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with, or arising out of the Property or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including

without limitation, the cost of any removal of hazardous substances or contaminants from the Property and other items conveyed hereunder.

IN WITNESS WHEREOF, this instrument is executed on this the 27th day of June, 2016.

JPMORGAN CHASE BANK, N.A.

By: R. Alan Green
Name: R. Alan Green
Title: Special Credits Risk Director

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on June 27, 2016 by R. Alan Green, a Special Credits Risk Director of JPMorgan Chase Bank, N.A., a national banking association, on behalf of said banking association.

Barbara J. Gray
Notary Public in and for the State of Texas
My commission expires: 7-8-18

NOTARY PUBLIC STATE OF TEXAS
BARBARA J. GRAY
Notary Public, State of Texas
My Commission Expires
July 8, 2018

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

To: Hidalgo County Purchasing Department

Attn: Agueda "Aggie" Garcia, Fixed Assets Manager

From: Joe M. Flores
Hidalgo County Precinct No. 3

Date: June 29, 2016

Re: Sunny Haven Street Dedication to Hidalgo County, Texas
Quitclaimed Deed Acceptance
Sunny Haven Estates Subdivision Vol. 23 Pg. 55

Based on properties appraised in the surrounding area, the value of property being claimed for the above- mentioned is approximately $20,400.00.

Estimated Value of Quitclaimed 1.7 acres x $12,000.00 per acre = $20,400.00

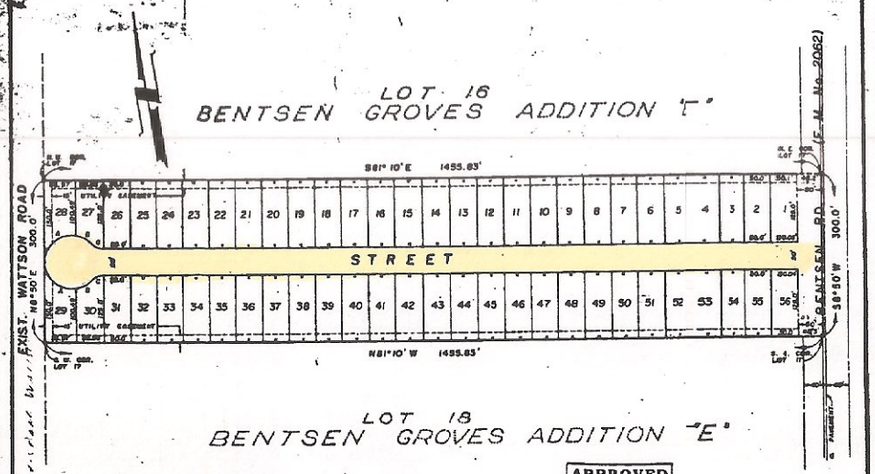
Should you have any questions, please call me @ (956-585-4509 or Ext. 3018.

Thank you,

Reviewed by Victor Gallardo, ROW Agent

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574


AMERICANA
COUNTY ROAD 2759
WINTEX
COUNTY ROAD 2788
COUNTY ROAD 2773
STAIRLING
COUNTY ROAD 2775
BLUEBIRD
5TH
COTTONWOOD
SUNFLOWER
SUNNY HAVEN
WATSON
BENTSEN PALM
KOUNTRY
ROYAL PALM
MILE 1 SOUTH
SNO BIRD
WESCAN
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, Swisstopo, and the GIS User Community



CURVE	RADIUS	LENGTH	CHORD	ANGLE
A	20.0'	31.42'	28.28'	90° 00' 47"
B	20.0'	31.04'	30.01'	89° 33' 19"
C	20.0'	24.39'	23.19'	69° 51' 05"

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By Dora Walker
Date March 27, 1979

11723

FILED
APR 04 1979

MAP
OF
SUNNY HAVEN ESTATES

BEING A SUBDIVISION OF LOT 17,
BENTSEN GROVES ADDITION "E",
HIDALGO COUNTY, TEXAS

Recorded in Book 23 Page 55
of the map records of Hidalgo
County, Texas
Meldes and Hent, Inc.
County Surveyors

PREPARED BY:
FISHER, NELSON & MEDINA INC.
IN ALLEN, TEXAS

SCALE: 1"= 400' DATE: 4-28-78

APPROVED FOR DRAINAGE
BY: Lot Williams

STATE OF TEXAS
COUNTY OF HIDALGO:

WE THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE "SUNNY HAVEN ESTATES", SUBDIVISION TO HIDALGO COUNTY, TEXAS, AND WHOSE NAMES ARE SUBSCRIBED HERETO, HEREBY RESERVE THE SURFACE USE OF THE STREETS AND EASEMENTS THEREON SHOWN FOR THE USE AND BENEFIT OF THE OWNERS AND UTILITY COMPANIES DESIRING PROPERTIES OF THE OWNERS OF THIS SUBDIVISION.

Dora Lopez
DORA LOPEZ, TRUSTEE

BY: [signature]
ALVIN BENTSEN, SOLE BENEFICIARY

STATE OF TEXAS;
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THE ABOVE NAMED INDIVIDUALS KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 28th DAY OF January, A.D. 1980

Sandra Byrd
Notary Public, Hidalgo County, Texas
My Commission Expires 6-30-80

STATE OF TEXAS;
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION OF THE GROUND.

[signature]
FLOYD L. NELSON
Registered Public Surveyor

THIS PLAT APPROVED BY THE HIDALGO COUNTY WATER IMPROVEMENT DISTRICT No. 6 ON THIS 14th DAY OF March A.D. 1980

[signature]
SECRETARY

[signature]
PRESIDENT

APPROVED FOR RECORDING
BY
COMMISSIONER'S COURT
This the 28th day of March, 1980
J. EDGAR ELY, County Clerk
Hidalgo County, Texas
By Marylin Hinton

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

Quitclaim Deed- Sunny Haven street

From : Steve Crain <scrain@atlashall.com> Thu, Jun 30, 2016 11:36 AM
Subject : Quitclaim Deed- Sunny Haven street
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

I have reviewed the Quitclaim Deed.

AI-55232 Precinct #3 15. B.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Mingo Villarreal, COMM. PCT. #3

Submitted By: Janie Alejos, EXECUTIVE OFFICE

Department: COMM. PCT. #3

Information

CAPTION

Appointment of Mr. Henry Rodriguez to the Hidalgo County Housing Authority Board

BACKGROUND

Current appointment expired May 2016.

Fiscal Impact

Attachments

bylaws

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/29/2016 01:37 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Janie Alejos Started On: 06/29/2016 11:09 AM

Final Approval Date: 07/01/2016

BYLAWS OF THE HOUSING AUTHORITY OF THE COUNTY OF HIDALGO, TEXAS

ARTICLE I – THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be "THE HOUSING AUTHORITY OF THE COUNTY OF HIDALGO, TEXAS" (AUTHORITY).

Section 2. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority.

Section 3. Office of Authority. The offices of the Authority shall be at such places in the County of Hidalgo, Texas, as the Board of Commissioners of the Authority may from time to time designate by resolution.

Section 4. Authorization. The Authority was created by Resolution adopted by the Commissioners Court of the County of Hidalgo on May 4, 1948 pursuant to Article1269K V.T.C.S.

ARTICLE II – COMMISSIONERS

Section 1. Appointment. The Authority shall be governed by a Board of Commissioners of five persons appointed by the Commissioners Court of Hidalgo County for two year terms pursuant to Article 1269K, V.T.C.S. The Authority shall act only through its Board of Commissioners except as specifically authorized herein. The

present Commissioners and their terms are set forth as follows:

Name	Term
Commissioner Lita Leo	May, 2014 – May, 2016
Commissioner Eloy Avila	May, 2015 – May, 2017
Commissioner Alberto Trevino	May, 2014 – May, 2016
Commissioner Oscar Castaneda	May, 2014- May, 2016
Commissioner Oscar Ramirez	May, 2015- May, 2017
Secretary to the Board Mike Lopez	May, 2015- May, 2016

Section 2. Compensation. Commissioners shall receive no compensation for their services but shall be entitled to reimbursement for necessary expenses, including travel expenses, incurred in the discharge of duties as a commissioner.

ARTICLE III – OFFICERS

Section 1. Officers. The officers of the Authority shall be a Chairman, a Vice-Chairman and a Secretary (who shall be the Executive Director).

Section 2. Chairman. The Chairman shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairman shall sign all contracts, deeds and other instruments on behalf of the Authority and perform all other duties incident to this office.

Section 3. Vice-Chairman. The Vice-Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman and in case of the resignation or death of the Chairman, the Vice-Chairman shall perform such duties as are imposed on the Chairman until such time as the Authority shall elect a new Chairman.

Section 4. Secretary. The Secretary shall keep the records of the Authority, shall act as Secretary at the meetings of the Authority, and record all votes and keep a record of the minutes of the Authority and shall perform all duties incident to this office. The Secretary shall keep in safe custody the seal of the Authority and shall have the power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

Section 5. Election of Officers. The officers of the Authority shall be elected at the annual meeting of the Authority from among the Commissioners of the Authority, and shall hold office for one year or until their successors are elected and qualified. In case of the absence or incapacity or both the Chairman and Vice-Chairman, the other Commissioners of the Authority may elect an Acting Chairman to serve during the period of absence or incapacity of the Chairman and Vice-Chairman.

Section 6. Attendance-Removal. Should any Commissioner miss three consecutive regular meetings without being excused by the remaining Commissioners, the office shall be declared vacant and filled in accordance with these Bylaws.

Section 7. Vacancies of Office. Should the offices of Chairman and Vice-Chairman become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office.

Should the office of any Commissioner be declared vacant, the Commissioners Court of Hidalgo County shall appoint a replacement.

ARTICLE IV – EXECUTIVE DIRECTOR

Section 1. Appointment- Duties. The Board of Commissioners shall appoint an Executive Director of the Authority who shall have general supervision over the administration of the business and affairs of the Authority, subject to the direction of the Board of Commissioners of the Authority. The Executive Director shall have primary responsibility for management of the housing projects of the Authority and supervision of personnel. The Executive Director shall also serve as Secretary of the Board of Commissioners.

Section 2. Other Duties. The Executive Director shall have primary responsibility for the care, custody and management of all funds of the Authority and shall deposit the same in such bank or banks as the Board of Commissioners of the Authority may select. The Executive Director shall prepare all orders and checks for the payment of money and shall pay out and disburse such money under the direction of the Board of Commissioners of the Authority. Except as otherwise authorized by Resolution of the Authority, all such orders and checks shall be signed by the Executive Director and one other member of the Board of Commissioners. The Executive Director shall keep regular books of account showing receipts and expenditures and shall render to the Board of Commissioners of the Authority, at each regular meeting (or more often if requested), an account of the transactions and financial condition of the Authority.

Section 3. Bond. The Executive Director and all other employees responsible for handling Authority funds shall give such bond for the performance of their duties as required by the Board of Commissioners and in accordance with any applicable laws.

Section 4. Compensation. The compensation of the Executive Director shall be determined by the Board of Commissioner of the Authority.

ARTICLE V – ADDITIONAL EMPLOYEES

The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Housing Authorities Law of the State of Texas, and all other applicable laws. The selection and compensation such personnel shall be determined by the Authority subject to applicable laws.

ARTICLE VI – MEETINGS

Section 1. Regular Meetings. The Board of Commissioners of the Authority shall have at least one regular meeting each month on the last Wednesday at such time and at such locations as determined by the Chairman of the Board of Commissioners. If such date falls on a legal holiday, the meeting shall be re-scheduled by the Chairman of the Board of Commissioners.

Section 2. Annual Meetings. The annual meeting of the Board of Commissioners of the Authority shall be held on the last Wednesday of May each year at such time and at such locations as determined by the Chairman of the Board of Commissioners. If such date falls on a legal holiday, the annual meeting shall be rescheduled by the Chairman of the Board of Commissioners.

Section 3. Special Meeting. The Chairman of the Board of Commissioners may call Special Meetings as necessary for the conduct of Authority business and shall call a Special Meeting at the request of the at least three members of the Board of Commissioners, such meeting to be held within seven (7) days of such request.

Section 4. Quorum. A quorum at any meeting shall consist of three Commissioners present and voting.

ARTICLE VII – ANNUAL BUDGET AND AUDIT

A. ANNUAL BUDGET:

The Board of Commissioners shall adopt a budget for the forthcoming year at the annual meeting subject to the following restrictions:

1. No expenditure may be approved or authorized which is inconsistent with these Bylaws or applicable law or regulations.
2. Budget expenditures shall not exceed funds available for the forthcoming year.

B. FINANCIAL AUDIT:

At the annual meeting, the Board shall select a certified public accountant to provide an annual audit report for the preceding year. The audit shall be due on or before August 30 of each year unless extended by the Board.

ARTICLE VIII – RESTRICTIONS ON COMMISSIONERS AND EMPLOYEES

Section 1. Interested Commissioners or Employees. No Commissioner or employee of this Authority shall acquire any interest direct or indirect in any housing project or in any property included or planned to be included in any project, nor any

interest or indirect in any contract or proposed contracts for materials or services to be furnished or used in connection with any housing project. If any Commissioner or employee of the Authority owns or controls an interest direct or indirect in any property included or planned to be included in any housing project, the Commissioner or employee immediately shall disclose the same in writing to the Authority and such disclosure shall be entered upon the minutes of the Authority. Failure to so disclose such interest shall constitute misconduct in office.

Section 2. Removal of Commissioners. For inefficiency or neglect of duty or misconduct in office, a Commissioner of the Authority may be removed by the Commissioners Court of Hidalgo County, but a Commissioner shall be removed only after being given a copy of the charges at least ten (10) days prior to hearing thereon and provided with an opportunity to be heard in person or by counsel. In the event of the removal of any Commissioner, a record of the proceedings, together with the charges and findings thereon, shall be filed in the office of the County Clerk of Hidalgo County.

ARTICLE IX – POWERS OF AUTHORITY

The Authority shall constitute a public body corporate and politic exercising public and essential governmental functions, and having all the powers necessary or convenient to carry out and effectuate its purposes including the following powers in addition to others herein granted:

Section 1. To sue and to be sued; to have a seal and to alter the same at pleasure; to have perpetual succession; to make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the Authority; and to make and from time to time amend and repeal ByLaws, rules, and regulations, not in

consistent with applicable law, to carry into effect the powers and purposes of the Authority.

Section 2. Within Hidalgo County: to prepare, carry out, acquire, lease, and operate housing projects; to provide for the construction, reconstruction, improvement, alteration, or repair of any housing project or any part thereof.

Section 3. To arrange or contract for the furnishing by any person or agency, public or private, of services, privileges, works, or facilities for, or in connection with, a housing project or the occupants thereof; and (notwithstanding anything to the contrary contained in any applicable law) to include in any contract in connection with a project, stipulations requiring that the contractor and any subcontractors comply with the requirements as to minimum wages and maximum hours of labor, and comply with any conditions which the Federal Government may have attached to financial aid of the project.

Section 4. To lease or rent any dwellings, houses, accommodations, lands, buildings, structures, or facilities embraced in any housing project and to establish and revise the rents or changes therefore; to own, hold, and improve real or personal property; to purchase, lease, obtain options upon, acquire by gift, grant, request, devise, or otherwise any real or personal property or any interest therein; to acquire by the exercise of the power of eminent domain any real property; to sell, lease, exchange, transfer, assign, pledge, or dispose of any real or personal property or any interest therein, to insure or provide for the insurance of any real or personal property or operations of the Authority against any risks or hazards; to procure insurance or guarantees from the Federal Government of the payment of any debts or parts thereof (whether or not incurred

by said Authority) secured by mortgages on any property included in any of its housing projects.

Section 5. To invest any funds held in reserves or sinking funds, or any funds not required for immediate disbursement, in property or securities in which savings banks may legally invest funds subject to their control; to purchase its bonds at a price not more than the principal amount thereof and accrued interest, all bonds so purchased to be cancelled.

Section 6. Within Hidalgo County: to investigate into living, dwelling, and housing conditions and into the means and methods of improving such conditions; to determine where slum areas exist or where there is a shortage of decent, safe, and sanitary dwelling accommodations for persons of low income; to make studies and recommendations relating to the problem of clearing, replanning, and reconstructing of slum areas, and the problem of providing dwelling accommodations for persons of low income, and to cooperate with the State of Texas or any political subdivision thereof in action taken in connection with such problems; and to engage in research, studies and experimentation on the subject of housing.

Section 7. Acting through one or more Commissioners or other person or persons designated by the Authority; to conduct examinations and investigations and to hear testimony and take proof under oath at public or private hearings on any matter material for its information; to administer oaths, issue subpoenas requiring the attendance of witnesses or the production of books and papers and to issue commissions for the examination of witnesses who are outside the State or unable to attend before the Authority, or excused from attendance; to make available to appropriate agencies

(including those charged with the duty of abating or requiring the correction of nuisances or like conditions, or of demolishing unsafe or unsanitary structures within its area of operation) its findings and recommendations with regard to any building or property where conditions exist which are dangerous to the public health, morals, or safety or welfare.

Section 8. To exercise all or any part or combination of powers granted by law.

ARTICLE X – OPERATION NOT FOR PROFIT

It is hereby declared to be the policy of the Authority to manage and operate its housing projects in an efficient manner so as to enable the Authority to fix the rentals for dwelling accommodations at the lowest possible rates consistent with providing decent, safe and sanitary dwelling accommodations. The Authority shall not construct or operate any such project for profit, or as a source of revenue to Hidalgo County. To this end, the Authority shall fix the rentals for dwellings at no higher rates than necessary in order to produce revenues which (together with all other available moneys, revenues, income, and receipts from whatever sources derived) will be sufficient (a) to pay, as the same become due, the principal and interest on the bonds of the Authority; (b) to meet the cost of, and to provide for, maintaining and operating the projects (including the cost of any insurance) and the administrative expenses of the Authority; and (c) to create (during not less than six (6) years immediately succeeding its issuance of any bonds) a reserve sufficient to meet the largest principal and interest payments which will be due on such bonds in any one year thereafter and to maintain such reserve.

ARTICLE XI – RENTALS AND TENANT SELECTION

In the operation or management of housing projects the Authority shall at all times observe the following duties with respect to rentals and tenant selection:

(a) Rent or lease dwelling accommodations only to persons of low income and at rentals within the financial reach of such persons.

(b) Rent or lease to a tenant dwelling accommodations consisting of the number of rooms (but no greater number) deemed necessary to provide safe and sanitary accommodations to the proposed occupants thereof, without overcrowding.

(c) Not accept any person as a tenant if the person or persons who would occupy the dwelling accommodations have an aggregate annual income in excess of five (5) times the annual rental of the quarters to be furnished such person or persons except that in the case of families with three (3) or more minor dependents such ratio shall not exceed six to one; in computing the rental for this purpose of selecting tenants, there shall be included in the rental the average annual cost to the occupants, of heat, water, electricity, gas, cooking range, and other necessary services or facilities, whether or not the charge for such services and facilities is in fact included in the rental.

ARTICLE XII – EMINENT DOMAIN

The Authority shall have the right to acquire by the exercise of the power of eminent domain any interest in real property, including a fee simple title thereto, deemed necessary for its purposes after the adoption of a resolution declaring that the acquisition of the real property described therein is necessary for such purposes.

ARTICLE XIII – BONDS

The Authority shall have power to issue bonds from time to time in its discretion, for any of its corporate purposes. The Authority shall also have power to issue refunding bonds for the purpose of paying or retiring bonds previously issued by it. The Authority may issue such types of bonds as it may determine, including bond on which the principal and interest are payable; (a) exclusively from the income and revenues of the housing project financed with proceeds of such bonds, or with such proceeds together with a grant from the Federal Government in aid of such project; (b) exclusively from the income and revenues of certain designated housing projects whether or not they were financed in the whole or in part with the proceeds of such bonds; or (c) from its revenues generally. Any of such bonds may be additionally secured by a pledge of any revenues or a mortgage of any housing project, projects, or other property of the Authority.

Neither the Commissioners of the Authority nor any person executing the bonds shall be liable personally on the bonds by reason of the issuance thereof. The Bonds and other obligations of the Authority (and such bonds and obligations shall so state on their face) shall not be debt of the County of Hidalgo, the State of Texas or any political subdivision thereof, and neither nor the County of Hidalgo nor the State of Texas or any political subdivision thereof shall be liable thereon, nor in any event shall such bonds or obligations be payable out of any funds or properties other than those of the Authority. The bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

ARTICLE XIV – ORDER OF BUSINESS

Section 1. ORDER OF BUSINESS. At all regular meetings of the Authority, the following shall be the order of business.

a. Roll Call
b. Reading and Approval of Minutes of the Previous Meeting
c. Report of transactions and financial condition
d. Reports of Officers & Committees
e. Additional Agenda items
f. Executive Session (if authorized)
g. Adjournment

Section 2. RESOLUTIONS. All resolutions shall be in writing and shall be in writing and shall be copied into the minutes, which shall be kept by the Secretary.

Section 3. MANNER OF VOTING. Voting on all questions shall be by roll call, the votes by yeas and nays being entered upon the minutes of each meeting.

ARTICLE XV – AMENDMENTS

The ByLaws of the Authority shall be amended only with the approval of at least three (3) members of the Authority at a regular or special meeting, but no such amendment shall be adopted, unless the proposed amendment is submitted in writing, to all members of the Authority, at least 7 days before such meeting.

ADOPTED with amendments approved by the Board of Commissioners of the Housing Authority of the County of Hidalgo, Texas on the 6th day of April, 2011.

ATTEST:

William "Billy" Leo
Chairman

Mike Lopez,
Secretary

AI-55208 Precinct #4 16. A.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted By: Lulu Lucio, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Recognition for Marty De La Rosa

BACKGROUND

Fiscal Impact

Attachments

Attachment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/28/2016 08:26 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Lulu Lucio Started On: 06/27/2016 04:22 PM

Final Approval Date: 07/01/2016

Certificate of Appreciation

THIS CERTIFICATE IS AWARDED TO

Marty De La Rosa

Objective Watchers of the Legal System Youth Volunteer

In Recognition of Outstanding Civic Engagement Participation

July 5, 2016
Awarded On

Commissioner Joseph Palacios
Hidalgo County Precinct 4

AI-55225

Budget and Management 17.
A.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Sergio Cruz, BUDGET & MANAGEMENT
Submitted By: Sandra Jara, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation on 2017 Budget Process Status Update

BACKGROUND

Presentation and Discussion Item only - No Action Required

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/01/2016 03:36 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Sandra Jara Started On: 06/29/2016 09:59 AM
Final Approval Date: 07/01/2016

AI-55149

Budget and Management 17.
B. 1.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted By: Sandra Jara, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

A. Pct. 4 R & B (1200):
1. Approval of certification of revenues, as certified by the County Auditor for the J-09 Drainage Project.
2. Approval of 2016 appropriation of funds.

B. Pct. 4 General Fund (1100):
1. Approval of certification of revenues, as certified by the County Auditor in relation to recycling revenues received from scrap metal.
2. Approval of 2016 appropriation of funds for various Pct 4 General Fund operating accounts.

BACKGROUND

Pending Certification of Revenue letters from the Auditor's office.

J-09 fund are for the purpose of reimbursing the Drainage Improvement Project accounts.

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1200-XX1-X0-124-00X-0-XX0
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

Appropriation of funds in the amount of $236,788.36 for Pct. 4 Rd. Maintenance.

Pending Certification of Revenues.

Revenue account: 6-1200-341-50-124-002-0-000

Pct 4 Misc. Reimbursements (J09)
PP#1,3,4,5,6,7,8 & 9 2016

FISCAL YEAR:	2016	ACCT. #:	6-1100-4X2-00-124-XXX-0-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

Appropriation of funds in the amount of $1,462.00 for Pct. 4 various GF operating accounts.

Pending Certification of Revenues

Revenue account: 6-1100-360-00-000-000-0-000

Attachments

J-09 Appropriation
Cert of Rev. Request
receipt
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/01/2016 03:40 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Sandra Jara Started On: 06/20/2016 02:50 PM

Final Approval Date: 07/01/2016

DATE: June 22, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for- PCT 4

ACCOUNT NUMBER: 6-1200-431-00-124-007-0-890

Contact Person: Sandra Jara Ph#: (956) 292-7025 ext 5408

2016
Appropriation
AI-55149

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	PCt 4 Rd. Maint-	Other	236,788.36
6-1200-341-50-124-002-0- 000	*R&B Pct 4- DD#1 J-09 Drainage Prj*		*236,788.36*
		TOTAL BUDGET INCREASE (DECREASE)	**236,788.36**

REASON: Appropriation of funds for the Pct. 4 Drainage Improvement Project for PP#1-9.

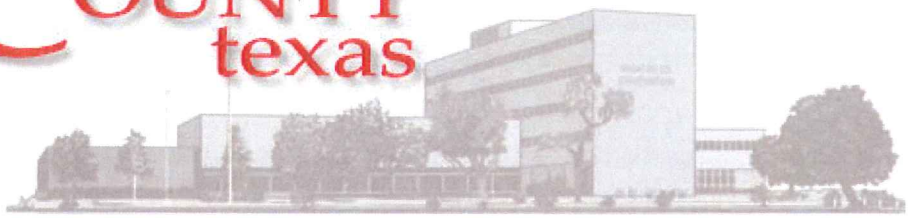
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY texas
DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 ▪ Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget



MEMORANDUM

To: Raymundo Eufracio, CPA, County Auditor

From: Dina Treviño, Assistant Budget Officer

Date: Tuesday, June 21, 2016

Subject: Certification of Revenues- PCT #4 J-09 Project and various others.

Cc: Sergio Cruz, Budget Officer
Linda Fong, 1st Assistant Officer
Becky Luna, Director of Accounting Division
Nereyda Gonzalez, Financial Accounting Supervisor
Lulu Lucio, Executive Assistant PCT #4

On behalf of Pct. 4, please let this memorandum serve as a request for Certification of Revenues in the amount of $236,788.36. These revenues are reimbursements from the J-09 Project for pay periods 1, 3, 4, 5, 6, 7, 8, and 9 which were receipted and recorded on 06/20/2016 in account no. 6-1200-341-50-124-002-0-000 "R&B PCT 4-DD#1 J-09 Drainage Prj" (refer to receipt # 199559).

Pct. 4 would also like to request Certification of Revenues in the amount of $1,462.00. These proceeds are revenues from scrap metal which were receipted and recorded on 06/15/2016 in account no. 6-1100-360-00-000-000-0-000 "Gen Fund-Miscellaneous Revenue" (refer to receipt # 199357).

In addition, please be advised that the appropriation of these revenues will be presented to Commissioner's Court for approval on 07/05/2016 (AI-55149). Funds will be appropriated under PCT 4 accounts. Attached for your reference, please find pertinent documentation in relation to this request.

Thank you for your prompt attention to this matter. If you should have any questions, please do not hesitate to contact me at (956) 292-7025 ext., 5405 or Damaris San Miguel at ext. 5410.

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: JUNE 17, 2016
TO: HIDALGO COUNTY TREASURER
NORMA G. GARCIA
FROM: HIDALGO COUNTY PCT. #4
REF: CHK#021395 J-09 PROJECT

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING **CHK #021395** BE RECIPTED INTO THE FOLLOWING ACCOUNT.

ACCOUNT: **6-1200-341-50-124-002-0-000.**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

NICK PEREZ
FIXED ASSET MANAGER

ATTACHMENTS: CHK#021395

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

HIDALGO COUNTY
DRAINAGE DISTRICT #1
902 N. DOOLITTLE
EDINBURG, TEXAS 78542

CAPITAL PROJECTS FUND

LONE STAR NATIONAL BANK
MEMBER FDIC
88-1168/1149

No. 021395

Check Date	Check No.	Amount
06/14/16	00002313	$236,788.36

VOID AFTER 90 DAYS

PAY ****Two Hundred Thirty Six Thousand Seven Hundred Eighty Eight and 36/100 Dollars

was allowed by the Board of Directors of Hidalgo County, Texas, at its term meeting, indicated above and to be paid out of the Capital Projects Fund.

TO THE ORDER OF
HIDALGO COUNTY PCT. NO. 4
C/O JOSEPH PALACIOS
1102 N. DOOLITTLE RD.
EDINBURG, TX 78542

Pay the above stated amount to the order of the payee named.

Norma G. Garcia COUNTY TREASURER

Lara Lucio FINANCIAL OFFICER

⑈00002313⑈ ⑆114911687⑆ ⑈7101586⑧⑧⑈

VOID VOID VOID

Pct. 4 INVOICE

Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg, TX 78542
Ph #: (956) 383-3112
Fax #: (956) 381-5905

Name:	Nick Perez	**Date:**	5/24/2016
Attention:	Jaime J. Salazar	**Project:**	J-09
Address:	902 N Doolittle Rd, Edinburg, TX 78542	**Invoice #:**	PP1-9-2016

Description	Amount
J-09 Project Total Per Pay Period for 2016	
Pay Period 1	$ 10,398.20
Pay Period 3	$ 17,318.83
Pay Period 4	$ 25,772.25
Pay Period 5	$ 36,946.13
Pay Period 6	$ 44,556.79
Pay Period 7	$ 11,915.36
Pay Period 8	$ 33,886.51
Pay Period 9	$ 55,994.29
Total-	**$ 236,788.36**

MAKE CHECK PAYABLE TO: HIDALGO COUNTY PCT. NO. 4

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

May 20, 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 1, 3, 4, 5, 6, 7, 8, and 9 for 2016. The amount calculated as allowable costs for the project, based on supporting documentation provided by your department, is $236,788.36.

The total amount to be invoiced to Hidalgo County Drainage District Number 1 is $236,788.36 for the pay periods stated above. Enclosed is a CD which includes the supporting documentation.

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. PARDO 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.

J-09 Drainage Project

2016	Original Request	Allowed	Disallowed Amount	Total Due From DD#1
PP1				
12/14/2015-12/27/2015				
Labor	$ 2,885.18	$ 2,885.18	$ -	$ 2,885.18
Equipment	7,326.62	7,326.62	-	7,326.62
Fuel	315.98	186.40	129.58	186.40
Total	10,527.78	10,398.20	129.58	10,398.20
PP3				
1/11/2016-1/24/2106				
Labor	$ 5,672.10	$ 5,672.10	$ -	$ 5,672.10
Equipment	11,264.33	11,264.34	(0.01)	11,264.34
Fuel	506.76	382.39	124.37	382.39
Total	17,443.19	17,318.83	124.36	17,318.83
PP4				
1/25/2016-2/7/2016				
Labor	$ 7,831.91	$ 7,831.91	$ -	$ 7,831.91
Equipment	17,435.78	17,435.78	-	17,435.78
Fuel	929.85	504.56	425.29	504.56
Total	26,197.54	25,772.25	425.29	25,772.25
PP5				
2/8/2016-2/21/2016				
Labor	$ 10,847.15	$ 10,847.15	$ -	$ 10,847.15
Equipment	25,273.98	25,273.98	-	25,273.98
Fuel	1,309.62	825.00	484.62	825.00
Total	37,430.75	36,946.13	484.62	36,946.13
PP6				
2/22/2016-3/6/2016				
Labor	$ 12,411.01	$ 12,397.21	$ 13.80	$ 12,397.21
Equipment	31,481.52	31,486.62	(5.10)	31,486.62
Fuel	1,565.74	672.96	892.78	672.96
Total	45,458.27	44,556.79	901.48	44,556.79
PP7				
3/7/2016-3/20/2016				
Labor	$ 3,306.71	$ 3,312.37	$ (5.66)	$ 3,312.37
Equipment	8,386.93	8,386.93	-	8,386.93
Fuel	476.42	216.06	260.36	216.06
Total	12,170.06	11,915.36	254.70	11,915.36

PP8

3/21/2016-4/3/2016

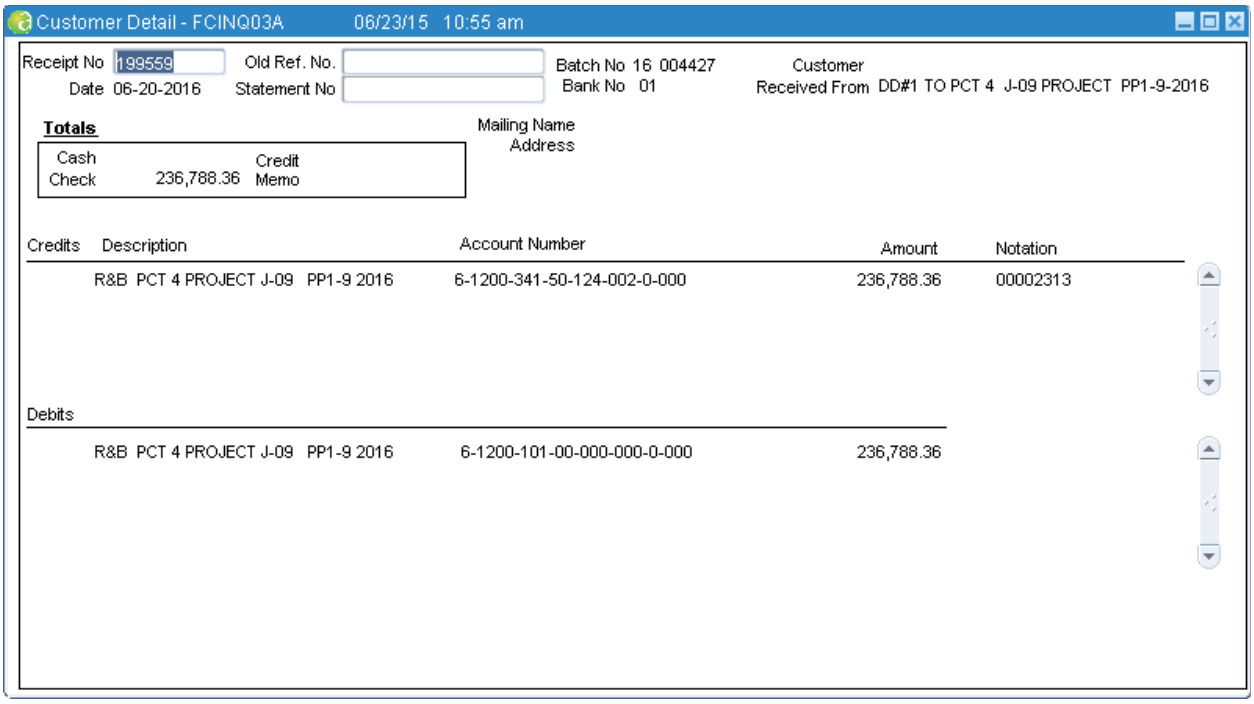
Labor	$ 8,460.17	$ 8,460.17	$ -	$ 8,460.17
Equipment	24,223.41	24,223.41	0.00	24,223.41
Fuel	1,165.21	1,202.93	(37.72)	1,202.93
Total	33,848.79	33,886.51	(37.72)	33,886.51

PP9

4/4/2016-4/17/2016

Labor	$ 16,483.46	$ 16,483.46	$ -	$ 16,483.46
Equipment	36,979.95	36,979.98	(0.03)	36,979.98
Fuel	2,530.83	2,530.85	(0.02)	2,530.85
Total	55,994.24	55,994.29	(0.05)	55,994.29
Grand Total	$ 239,070.62	$ 236,788.36	$ 2,282.26	$ 236,788.36

Labor	$ 67,889.55
Equipment	$ 162,377.66
Fuel	$ 6,521.15
	$ 236,788.36


Customer Detail - FCINQ03A 06/23/15 10:55 am
Receipt No 199559
Old Ref. No.
Batch No 16 004427
Customer
Date 06-20-2016
Statement No
Bank No 01
Received From DD#1 TO PCT 4 J-09 PROJECT PP1-9-2016
Totals
Cash
Check 236,788.36
Credit
Memo
Mailing Name
Address
Credits Description Account Number Amount Notation
R&B PCT 4 PROJECT J-09 PP1-9 2016 6-1200-341-50-124-002-0-000 236,788.36 00002313
Debits
R&B PCT 4 PROJECT J-09 PP1-9 2016 6-1200-101-00-000-000-0-000 236,788.36

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

July 5, 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 § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the Intergovernmental contract between Hidalgo County and the Drainage District No. 1 for the J-09 Project in the amount of $236,788.36. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7-5-16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M SINGLETERRY JUDGE, 92ND D.C. — RODOLFO DELGADO JUDGE, 93RD D.C. — J. R. "BOBBY" FLORES JUDGE, 138TH 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, 445TH D.C.

HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

MEMORANDUM

To: Raymundo Eufracio, CPA, County Auditor

From: Dina Treviño, Assistant Budget Officer

Date: Tuesday, June 21, 2016

Subject: Certification of Revenues- PCT #4 J-09 Project and various others.

Cc: Sergio Cruz, Budget Officer
Linda Fong, 1st Assistant Officer
Becky Luna, Director of Accounting Division
Nereyda Gonzalez, Financial Accounting Supervisor
Lulu Lucio, Executive Assistant PCT #4

On behalf of Pct. 4, please let this memorandum serve as a request for Certification of Revenues in the amount of $236,788.36. These revenues are reimbursements from the J-09 Project for pay periods 1, 3, 4, 5, 6, 7, 8, and 9 which were receipted and recorded on 06/20/2016 in account no. 6-1200-341-50-124-002-0-000 "R&B PCT 4-DD#1 J-09 Drainage Prj" (refer to receipt # 199559).

Pct. 4 would also like to request Certification of Revenues in the amount of $1,462.00. These proceeds are revenues from scrap metal which were receipted and recorded on 06/15/2016 in account no. 6-1100-360-00-000-000-0-000 "Gen Fund-Miscellaneous Revenue" (refer to receipt # 199357).

In addition, please be advised that the appropriation of these revenues will be presented to Commissioner's Court for approval on 07/05/2016 (AI-55149). Funds will be appropriated under PCT 4 accounts. Attached for your reference, please find pertinent documentation in relation to this request.

Thank you for your prompt attention to this matter. If you should have any questions, please do not hesitate to contact me at (956) 292-7025 ext., 5405 or Damaris San Miguel at ext. 5410.

AI-55149

Budget and Management
17. B. 1.

CC - REGULAR

Meeting Date:	07/06/2016
Submitted By:	Sandra Jara, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT

Information

CAPTION

A. Pct. 4 R & B (1200):

1. Approval of certification of revenues, as certified by the County Auditor for the J-09 Drainage Project.
2. Approval of 2016 appropriation of funds.

B. Pct. 4 General Fund (1100):

1. Approval of certification of revenues, as certified by the County Auditor in relation to recycling revenues received from scrap metal.
2. Approval of 2016 appropriation of funds for various Pct 4 General Fund operating accounts.

BACKGROUND

Pending Certification of Revenue letters from the Auditor's office.

J-09 fund are for the purpose of reimbursing the Drainage Improvement Project accounts.

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1200-XX1-X0-124-00X-0-XX0
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

Appropriation of funds in the amount of $236,788.36 for Pct. 4 Rd. Maintenance.

Pending Certification of Revenues.

Revenue account: 6-1200-341-50-124-002-0-000

Pct 4 Misc. Reimbursements (J09)
PP#1,3,4,5,6,7,8 & 9 2016

FISCAL YEAR:	2016	ACCT. #:	6-1100-4X2-00-124-XXX-0-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

Appropriation of funds in the amount of $1,462.00 for Pct. 4 various GF operating accounts.

Pending Certification of Revenues

Revenue account: 6-1100-360-00-000-000-0-000

Attachments

Receipts

J-09 Appropriation

Misc. Revenue Appropriation

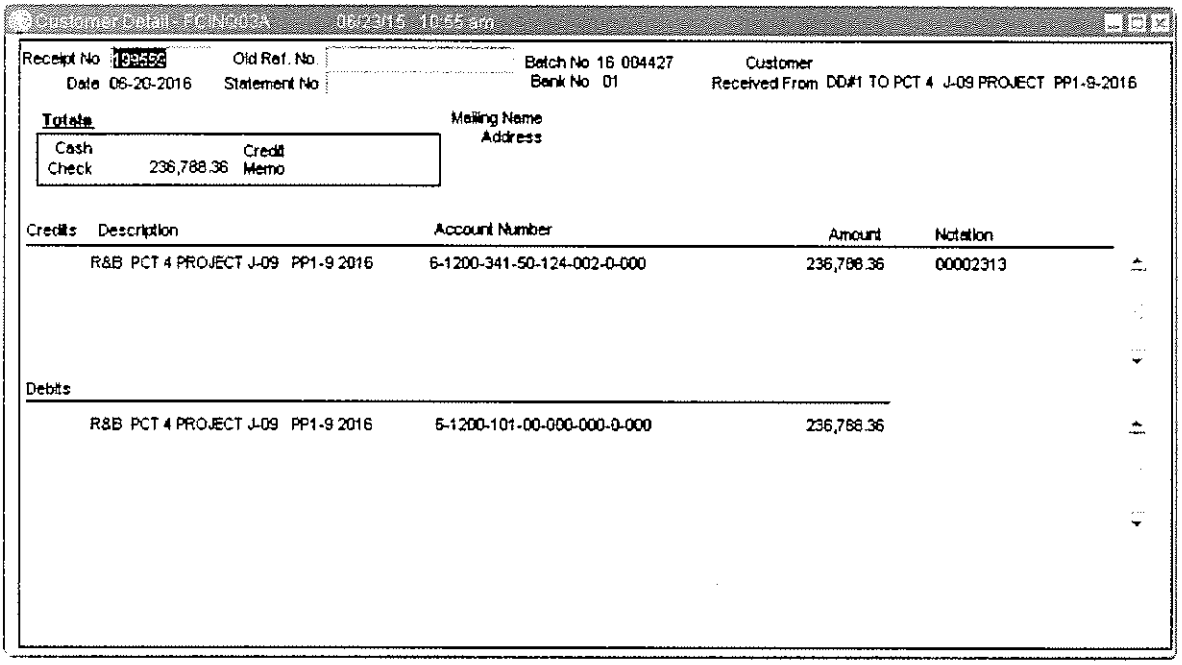
Cert of Rev. Request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/01/2016 03:40 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Sandra Jara Started On: 06/20/2016 02:50 PM

Final Approval Date: 07/01/2016


Customer Detail - FCINQ03A 06/23/15 10:55 am
Receipt No 98556
Old Ref. No
Batch No 16 004427
Customer
Date 06-20-2016
Statement No
Bank No 01
Received From DD#1 TO PCT 4 J-09 PROJECT PP1-9-2016
Totals
Cash
Check 236,788.36
Credit Memo
Mailing Name
Address
Credits
Description
Account Number
Amount
Notation
R&B PCT 4 PROJECT J-09 PP1-9 2016
6-1200-341-50-124-002-0-000
236,788.36
00002313
Debits
R&B PCT 4 PROJECT J-09 PP1-9 2016
6-1200-101-00-000-000-0-000
236,788.36

DATE: June 22, 2016

2016
Appropriation
AI-55149

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for- PCT 4

ACCOUNT NUMBER: 6-1200-431-00-124-007-0-890

Contact Person: Sandra Jara Ph#: (956) 292-7025 ext 5408

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	PCt 4 Rd. Maint-	Other	236,788.36
6-1200-341-50-124-002-0- 000	*R&B Pct 4- DD#1 J-09 Drainage Prj*		*236,788.36*
		TOTAL BUDGET INCREASE (DECREASE)	**236,788.36**

REASON: Appropriation of funds for the Pct. 4 Drainage Improvement Project for PP#1-9.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 199559

Received From: DD#1 TO PCT 4 J-09 PROJECT PP1-9-2016 Date 06/20/16

1	00002313	R&B	PCT 4 PROJECT J-09	PP1-9 2016	6-1200-341-50-124-002-0-000	236,788.36

Total: **236,788.36**

Check Total	236,788.36
Cash Total	.00
Credit Total	.00
Other Total	.00

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: JUNE 17, 2016
TO: HIDALGO COUNTY TREASURER
NORMA G. GARCIA
FROM: HIDALGO COUNTY PCT. #4
REF: CHK#021395 J-09 PROJECT

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING **CHK #021395** BE RECIPTED INTO THE FOLLOWING ACCOUNT.

ACCOUNT: **6-1200-341-50-124-002-0-000.**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

NICK PEREZ
FIXED ASSET MANAGER

ATTACHMENTS: CHK#021395

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

HIDALGO COUNTY
DRAINAGE DISTRICT #1
902 N. DOOLITTLE
EDINBURG, TEXAS 78542

CAPITAL PROJECTS FUND

LONE STAR NATIONAL BANK
MEMBER FDIC
88-1168/1149

No. 021395

Check Date	Check No.	Amount
06/14/16	00002313	$236,788.36

VOID AFTER 90 DAYS

PAY ****Two Hundred Thirty Six Thousand Seven Hundred Eighty Eight and 36/100 Dollars

was allowed by the Board of Directors of Hidalgo County, Texas, at its term meeting indicated above and to be paid out of the Capital Projects Fund.

TO THE ORDER OF
HIDALGO COUNTY PCT. NO. 4
C/O JOSEPH PALACIOS
1102 N. DOOLITTLE RD.
EDINBURG, TX 78542

Pay the above stated amount to the order of the payee named.

Norma G. Garcia COUNTY TREASURER

FINANCIAL OFFICER

⑈00002313⑈ ⑆114911687⑆ ⑈7101586⑧⑧⑈

VOID VOID VOID

Pct. 4 INVOICE

Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg, TX 78542
Ph #: (956) 383-3112
Fax #: (956) 381-5905

Name:	Nick Perez	**Date:**	5/24/2016
Attention:	Jaime J. Salazar	**Project:**	J-09
Address:	902 N Doolittle Rd, Edinburg, TX 78542	**Invoice #:**	PP1-9-2016

Description	Amount
J-09 Project Total Per Pay Period for 2016	
Pay Period 1	$ 10,398.20
Pay Period 3	$ 17,318.83
Pay Period 4	$ 25,772.25
Pay Period 5	$ 36,946.13
Pay Period 6	$ 44,556.79
Pay Period 7	$ 11,915.36
Pay Period 8	$ 33,886.51
Pay Period 9	$ 55,994.29
Total-	**$ 236,788.36**

MAKE CHECK PAYABLE TO: HIDALGO COUNTY PCT. NO. 4

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

May 20, 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 1, 3, 4, 5, 6, 7, 8, and 9 for 2016. The amount calculated as allowable costs for the project, based on supporting documentation provided by your department, is $236,788.36.

The total amount to be invoiced to Hidalgo County Drainage District Number 1 is $236,788.36 for the pay periods stated above. Enclosed is a CD which includes the supporting documentation.

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

LUPE M. SAN[illegible]
JUDGE, 92ND D.C.

NOCOLLO DICLOUDO
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.
CHAIRMAN

LETICIA LOPEZ
JUDGE, 389TH D.C.

AIDA SALINAS FLORES
JUDGE, 398TH D.C.

RAFAEL RAMON, JR.
JUDGE, 430TH D.C.

JESSE CONTRERAS
JUDGE, 449TH D.C.

J-09 Drainage Project

2016	Original Request	Allowed	Disallowed Amount	Total Due From DD#1
PP1				
12/14/2015-12/27/2015				
Labor	$ 2,885.18	$ 2,885.18	$ -	$ 2,885.18
Equipment	7,326.62	7,326.62	-	7,326.62
Fuel	315.98	186.40	129.58	186.40
Total	10,527.78	10,398.20	129.58	10,398.20
PP3				
1/11/2016-1/24/2106				
Labor	$ 5,672.10	$ 5,672.10	$ -	$ 5,672.10
Equipment	11,264.33	11,264.34	(0.01)	11,264.34
Fuel	506.76	382.39	124.37	382.39
Total	17,443.19	17,318.83	124.36	17,318.83
PP4				
1/25/2016-2/7/2016				
Labor	$ 7,831.91	$ 7,831.91	$ -	$ 7,831.91
Equipment	17,435.78	17,435.78	-	17,435.78
Fuel	929.85	504.56	425.29	504.56
Total	26,197.54	25,772.25	425.29	25,772.25
PP5				
2/8/2016-2/21/2016				
Labor	$ 10,847.15	$ 10,847.15	$ -	$ 10,847.15
Equipment	25,273.98	25,273.98	-	25,273.98
Fuel	1,309.62	825.00	484.62	825.00
Total	37,430.75	36,946.13	484.62	36,946.13
PP6				
2/22/2016-3/6/2016				
Labor	$ 12,411.01	$ 12,397.21	$ 13.80	$ 12,397.21
Equipment	31,481.52	31,486.62	(5.10)	31,486.62
Fuel	1,565.74	672.96	892.78	672.96
Total	45,458.27	44,556.79	901.48	44,556.79
PP7				
3/7/2016-3/20/2016				
Labor	$ 3,306.71	$ 3,312.37	$ (5.66)	$ 3,312.37
Equipment	8,386.93	8,386.93	-	8,386.93
Fuel	476.42	216.06	260.36	216.06
Total	12,170.06	11,915.36	254.70	11,915.36

PP8				
3/21/2016-4/3/2016				
Labor	$ 8,460.17	$ 8,460.17	$ -	$ 8,460.17
Equipment	24,223.41	24,223.41	0.00	24,223.41
Fuel	1,165.21	1,202.93	(37.72)	1,202.93
Total	33,848.79	33,886.51	(37.72)	33,886.51
PP9				
4/4/2016-4/17/2016				
Labor	$ 16,483.46	$ 16,483.46	$ -	$ 16,483.46
Equipment	36,979.95	36,979.98	(0.03)	36,979.98
Fuel	2,530.83	2,530.85	(0.02)	2,530.85
Total	55,994.24	55,994.29	(0.05)	55,994.29
Grand Total	$ 239,070.62	$ 236,788.36	$ 2,282.26	$ 236,788.36

Labor	$ 67,889.55
Equipment	$ 162,377.66
Fuel	$ 6,521.15
	$ 236,788.36

AI-55210

Budget and Management 17.
B. 2.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Refunding Bonds, Series 2014B (1444):
Approval of 2016 appropriation of funds in the amount of $0.34 in relation to bond interest payment due.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1444-472-10-000-000-0-863
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriate funding for bond interest expenditures for August payment. Monies are to be used from the unassigned fund balance for Fund 1444 - Ref Bonds 2014B.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/28/2016 10:37 AM
Budget & Management	Veronica Ortiz	06/28/2016 10:37 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Merlen P. Munoz Started On: 06/28/2016 08:57 AM
Final Approval Date: 07/01/2016

DATE: June 28, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Ref Bonds 2014B**

ACCOUNT NUMBER: 6-1444-472-10-000-000-0-863

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
6-1444-472-10-000-000-0- 863	REF BONDS 2014B	BOND INTEREST	0.34
		TOTAL BUDGET INCREASE (DECREASE)	**0.34**

REASON: Appropriate funding for bond interest expenditures for August payment.

Note: Monies are to be used from the unassigned fund balance for Fund 1444 - Ref Bonds 2014B.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-55186

Budget and Management 17.
C. 1.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Sergio Cruz, BUDGET & MANAGEMENT
Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Various CO2015A - Pct 1 Projects (1347):
Approval of 2016 interfund transfer from TXDOT-Pct 1 M6W(US83-SH107) (1315) to various CO2015A-Pct 1 projects (1347) in the amount of $360,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1XXX-XXX-XX-XXX-0-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:
Funds available as of 6/27/16

Attachments

Interfund

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	06/24/2016 03:11 PM
Budget & Management	Veronica Ortiz	06/24/2016 04:22 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Merlen P. Munoz Started On: 06/24/2016 09:51 AM
Final Approval Date: 07/01/2016

DATE: June 24, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Various CO2015A-Pct 1 Road Projects

2016
Interfund Transfer
AI-55186

ACCOUNT NUMBER: **6-1XXX-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:				
6-1315-431-00-121-039-0-	721	TXDOT-PCT 1 M6W(US83-SH107)	ROADS	(360,000.00)
6-1315-391-01-000-347-0-	**000**	**TRANSFER IN-**	**CO2015A**	**(360,000.00)**
TO:				
6-1347-491-01-000-315-0-	**891**	**TRANSFER OUT-**	**TXDOT**	**(360,000.00)**
6-1347-431-00-121-219-0-	721	CO2015A-PCT 1 M12 1/2 N(WSTGTE-8,195 FT)	ROADS	120,000.00
6-1347-431-00-121-XXX-0-	721	CO2015A-PCT 1 M12N (FM88-WESTGATE)	ROADS	80,000.00
6-1347-431-00-121-212-0-	721	CO2015A-PCT 1 GOOLIE RD(M9N-MINNESOTA)	ROADS	60,000.00
6-1347-431-00-121-214-0-	721	CO2015A-PCT 1 M11(M1W-FM1015)	ROADS	50,000.00
6-1347-431-00-121-216-0-	721	CO2015A-PCT 1 M14 1/2N (M4W-M6W)	ROADS	50,000.00
			TOTAL BUDGET INCREASE (DECREASE)	**360,000.00**

REASON: To fund upcoming work authorizations for several road projects as well as other anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-55148

Budget and Management 17. D.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted By: Patricia Ramos, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 2 CRC-San Juan (1100), Sheriff (1100):
1. Approval of the following corrections to position titles:

Dept.	Slot No.	Current Title	Proposed Title
122-018	0002	Outreach Work	Outreach Worker
122-018	0003	Outreach Work	Outreach Worker
280-001	0247	Quarter Master	Quartermaster

2. Approval to revise salary schedule as per commissioners' court action.

BACKGROUND

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/21/2016 11:47 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Patricia Ramos Started On: 06/20/2016 02:38 PM
Final Approval Date: 07/01/2016

AI-55289

Purchasing Department 18.
A. 1.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Heidi Ortiz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting Exemption from Competitive Bidding Under the Texas Local Government Code 262-024 for professional services for Sign Language Interpreting (Courtroom and Non-Courtroom) (as needed basis) - RFQ No.: 2016-192-HGO;

B. Presentation of responses received for the purpose of Commissioners' Court acceptance and approval;

C. Three (3) quotes requested - received three (3) responses with one (1) response non-compliant;

BACKGROUND

The term of this service agreement is 178 days - to expire on December 31, 2016, not to exceed $50,000. The quotes will be provided to all departments within Hidalgo County with user department securing service from one (1) of two (2) vendors;

Sign Language Interpreters, LLC/dba A Sign Language Company
South Texas Interpreters for the Deaf, LLC

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Services are on an as needed basis - funding to be identified by user department as needed.

Attachments

Legal Approval
Contract
1295 - A Sign Language
1295 - South Texas Interpreters for the Deaf
Tabulation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/01/2016 04:50 PM
Budget & Management	Veronica Ortiz	07/01/2016 04:51 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Heidi Ortiz Started On: 07/01/2016 01:56 PM

Final Approval Date: 07/01/2016

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

Re: Sign Language Interpreter Contract

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Wed, Jun 22, 2016 02:12 PM
1 attachment

Subject : Re: Sign Language Interpreter Contract

To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Cc : Victor Garza <victor.garza@da.co.hidalgo.tx.us>, Heidi Garcia Ortiz <heidi.ortiz@co.hidalgo.tx.us>, Elena Gomez <elena.gomez@co.hidalgo.tx.us>

Marty,

The revised agreement for Sign Language Interpreter is attached. I approve as to the form of the agreement with the recommended revisions.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

****

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****

On Thu, May 5, 2016 at 1:50 PM, Martha Salazar <martha.salazar@co.hidalgo.tx.us> wrote:

> Counselors:
> Please review and comment on form of agreement. We think it prudent to have a formal contract document. As this is going to be utilized by Courts, SO, Juvenile, JPs or whoever needs the services, it would be easier to get vendors paid by having a contract for auditor's to audit invoices against. This project has a short term through 12-31-16 but in no event to exceed $50K.
> Thanks,
> Marty S.
>
> ---
>
> **From:** "Heidi Garcia Ortiz" <heidi.ortiz@co.hidalgo.tx.us>
> **To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
> **Sent:** Thursday, May 5, 2016 1:21:13 PM
> **Subject:** Sign Language Interpreter Contract
>
> Marty...
>
> I am attaching the contract for your review. I put in both of the vendors names on the same contract. I will prepare two separate contracts when I get approval of the contract.
>
> Let me know if you need anything else.
>
> Heidi
>
> --

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-192-07-06

THIS CONTRACT is made and entered into this **6th day** of **July, 2016** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Sign Language Interpreters, LLC dba A Sign Language Company** ("Company") and **South Texas Interpreters for the Deaf, LLC** ("Company").

WHEREAS, Company responded to Request for Quotes **"Sign Language Interpreting Services For Hearing Impaired (Courtroom & Non-Courtroom) (AS NEEDED BASIS)"** for **Hidalgo County** (the "Services"); and

WHEREAS, Company submitted a quote to provide services in accordance with the specifications as requested, a copy of Request for Quote (RFQ) being attached hereto as Exhibit "A" (the "RFQ") and Company's quote being attached hereto as Exhibit "B" (the "Request for Quote Form"), and incorporated herein for all purposes; and

WHEREAS, in recognition of and in consideration of Company's Contract to perform the Services in accordance with the RFQ, the Commissioners' Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third

parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFQ within **Hidalgo County** following a request for Services by the Elected Official/ Department Head, including but not limited to the Commissioner, Sheriff or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one hundred seventy eight (178) days beginning July 6, 2016 and ending on December 31, 2016 unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this quote for an additional sixty (60) day Grace Period, under the same rates, terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, which County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and

shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company:	**Sign Language Interpreters, LLC** **dba A Sign Language Company** **5111 N. 10th, #291** **McAllen, Tx. 78504**
If to Company:	**South Texas Interpreters for the Deaf, LLC** **711 W. Nolana Ave, Ste 104B** **McAllen, Tx. 78504**

13. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Contract may be terminated by County without cause upon thirty (30) days written notice.

15. This Contract shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

16. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Contract, County may terminate this Contract upon thirty (30) days written notice to

Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County.

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

19. **Immunities.** Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this_____ day of _____, 2016.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

COMPANY:

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:
Office of Criminal District Attorney

_____
By: Josephine Ramirez Solis
Assistant District Attorney

EXHIBIT "A"

REQUEST FOR QUOTE (RFQ)

REQUEST FOR QUOTES FORM

DATE: April 18, 2016

NAME:	SIGN LANGUAGE INTERPRETERS, LLC DBA A SIGN LANGUAGE COMPANY	**REQUEST FOR:** Sign Language Interpreter	
ADDRESS:	5111 N. 10TH #291	QUOTATION	√
CITY/STATE/ZIP:	MCALLEN, TX 78504	INQUIRY ONLY	
PHONE/ FAX NO.:	956-688-8233 – Office / 956-533-1780 – CELL	THIS IS NOT AN ORDER	
REPRESENTATIVE:	RAQUEL R-MERRILL	SUMMARY OF QUOTATION	

FROM: **Heidi Garcia Ortiz, Buyer III**

ADDRESS **2802 S. Bus. Hwy 281**
Edinburg, Texas 78539

PHONE **Phone: (956)- 318-2626 ext. 4877**
FAX **Fax: (956)- 292-7612**

QUOTATIONS MUST BE RECEIVED BY: **10:00 AM ON APRIL 25, 2016 via fax: 956-292-7612 by email to: heidi.ortiz@co.hidalgo.tx.us**

QUOTE GOOD UNTIL December 31, 2016

QUANTITY	ITEM	DESCRIPTION AND DELIVERY REQUIRED	UNIT PRICE	TOTAL AMOUNT
QUOTE FOR:		**Hidalgo County is seeking quotes for "Sign Language Interpreters".**		
1		**Business Hourly Rates – Court Certified Interpreter** Mon-Fri 8:00 a.m. to 6:00 p.m. Courtroom & Non-Courtroom		
1		**Business Hourly Rates –Non Certified Interpreter** Mon-Fri 8:00 a.m. to 6:00 p.m. Non-Courtroom		
1		**Extended Service Hourly Rates – Court Certified Interpreter** Mon-Fri 6:00 p.m. to 8:00 a.m. Courtroom & Non-Courtroom		
1		**Extended Service Hourly Rates – Non Certified Interpreter** Mon-Fri 6:00 p.m. to 8:00 a.m. Non-Courtroom		
1		**Emergency/Holiday Hourly Rates – Court Certified Interpreter** (as defined by the Texas Commission for the Deaf and Hard of Hearing) Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.		
1		**Emergency/Holiday Hourly Rates – Non Certified Interpreter** (as defined by the Texas Commission for the Deaf and Hard of Hearing) Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.		
1		**Minimum Hour Charge per Service Provider**		
		MUST PROVIDE COPIES OF CURRENT CERTIFICATIONS FOR ALL SERVICE PROVIDERS		
		Every attempt will be made to schedule interpretation appointments at least 24 hours in advance; however, there will be NO EXTRA CHARGE for appointments scheduled less than 24 hours in advance.		
		Every attempt will be made to cancel appointments 24 hours in advance; however, THERE WILL BE NO CHARGE FOR CANCELED APPOINTMENTS.		

SPECIAL NOTICE TO VENDORS:

1. **IF UNABLE TO QUOTE, PLEASE RETURN NO QUOTE.**
2. SHOW ABOVE QUOTE NUMBER ON ALL PROJECT CORRESPONDENCE.
3. **Please submit copy of insurance certificate to include general liability and worker's comp.(if applicable)**
4. NO SUBSTITUTIONS
5. WE RESERVE THE RIGHT TO ACCEPT OR REJECT YOUR QUOTATION.
6. ALL QUOTATIONS SUBJECT TO ACCEPTANCE ON OUR USUAL PURCHASE ORDER FORMS.
7. QUOTES WILL REMAIN FIRM UNTIL DECEMBER 31, 2016

SIGNATURE

DATE

REQUEST FOR QUOTES FORM

DATE: April 18, 2016

NAME:	SOUTH TEXAS INTERPRETERS FOR THE DEAF, LLC	**REQUEST FOR:** Sign Language Interpreter	
ADDRESS:	711 W. NOLANA AVE, STE 104B	QUOTATION	√
CITY/STATE/ZIP:	MCALLEN, TEXAS 78504	INQUIRY ONLY	
PHONE/ FAX NO.:	956-971-8000 – Office / 956-971-8001 – Fax	THIS IS NOT AN ORDER	
REPRESENTATIVE:	JOVONNE DELGADO	SUMMARY OF QUOTATION	

FROM: **Heidi Garcia Ortiz, Buyer III**

ADDRESS **2802 S. Bus. Hwy 281**

Edinburg, Texas 78539

PHONE **Phone: (956)- 318-2626 ext. 4877**

FAX **Fax: (956)- 292-7612**

QUOTATIONS MUST BE RECEIVED BY: **10:00 AM ON APRIL 25, 2016 via fax: 956-292-7612 by email to: heidi.ortiz@co.hidalgo.tx.us**

QUOTE GOOD UNTIL December 31, 2016

QUANTITY	ITEM	DESCRIPTION AND DELIVERY REQUIRED	UNIT PRICE	TOTAL AMOUNT
QUOTE FOR:		**Hidalgo County is seeking quotes for "Sign Language Interpreters".**		
1		**Business Hourly Rates – Court Certified Interpreter** Mon-Fri 8:00 a.m. to 6:00 p.m. Courtroom & Non-Courtroom		
1		**Business Hourly Rates –Non Certified Interpreter** Mon-Fri 8:00 a.m. to 6:00 p.m. Non-Courtroom		
1		**Extended Service Hourly Rates – Court Certified Interpreter** Mon-Fri 6:00 p.m. to 8:00 a.m. Courtroom & Non-Courtroom		
1		**Extended Service Hourly Rates – Non Certified Interpreter** Mon-Fri 6:00 p.m. to 8:00 a.m. Non-Courtroom		
1		**Emergency/Holiday Hourly Rates – Court Certified Interpreter** (as defined by the Texas Commission for the Deaf and Hard of Hearing) Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.		
1		**Emergency/Holiday Hourly Rates – Non Certified Interpreter** (as defined by the Texas Commission for the Deaf and Hard of Hearing) Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.		
1		**Minimum Hour Charge per Service Provider**		
		MUST PROVIDE COPIES OF CURRENT CERTIFICATIONS FOR ALL SERVICE PROVIDERS		
		Every attempt will be made to schedule interpretation appointments at least 24 hours in advance; however, there will be NO EXTRA CHARGE for appointments scheduled less than 24 hours in advance.		
		Every attempt will be made to cancel appointments 24 hours in advance; however, THERE WILL BE NO CHARGE FOR CANCELED APPOINTMENTS.		

SPECIAL NOTICE TO VENDORS:

1. **IF UNABLE TO QUOTE, PLEASE RETURN NO QUOTE.**
2. SHOW ABOVE QUOTE NUMBER ON ALL PROJECT CORRESPONDENCE.
3. **Please submit copy of insurance certificate to include general liability and worker's comp.(if applicable)**
4. NO SUBSTITUTIONS
5. WE RESERVE THE RIGHT TO ACCEPT OR REJECT YOUR QUOTATION.
6. ALL QUOTATIONS SUBJECT TO ACCEPTANCE ON OUR USUAL PURCHASE ORDER FORMS.
7. QUOTES WILL REMAIN FIRM UNTIL DECEMBER 31, 2016

SIGNATURE

DATE

REQUEST FOR QUOTES FORM

DATE: April 18, 2016

NAME:	Amy Hermansen dba Sign Language Services	**REQUEST FOR:** Sign Language Interpreter	
ADDRESS:	1409 Rio Grande	QUOTATION	√
CITY/STATE/ZIP:	San Juan, TX 78589	INQUIRY ONLY	
PHONE/ FAX NO.:	956-588-8078 – Office / 956-720-0832 – Fax	THIS IS NOT AN ORDER	
REPRESENTATIVE:	Amy Hermansen	SUMMARY OF QUOTATION	

FROM: **Heidi Garcia Ortiz, Buyer III**

ADDRESS **2802 S. Bus. Hwy 281**
Edinburg, Texas 78539

PHONE **Phone: (956)- 318-2626 ext. 4877**
FAX **Fax: (956)- 292-7612**

QUOTATIONS MUST BE RECEIVED BY: **10:00 AM ON APRIL 25, 2016 via fax: 956-292-7612 by email to: heidi.ortiz@co.hidalgo.tx.us**

QUOTE GOOD UNTIL December 31, 2016

QUANTITY	ITEM	DESCRIPTION AND DELIVERY REQUIRED	UNIT PRICE	TOTAL AMOUNT
QUOTE FOR:		**Hidalgo County is seeking quotes for "Sign Language Interpreters".**		
1		**Business Hourly Rates – Court Certified Interpreter** Mon-Fri 8:00 a.m. to 6:00 p.m. Courtroom & Non-Courtroom		
1		**Business Hourly Rates –Non Certified Interpreter** Mon-Fri 8:00 a.m. to 6:00 p.m. Non-Courtroom		
1		**Extended Service Hourly Rates – Court Certified Interpreter** Mon-Fri 6:00 p.m. to 8:00 a.m. Courtroom & Non-Courtroom		
1		**Extended Service Hourly Rates – Non Certified Interpreter** Mon-Fri 6:00 p.m. to 8:00 a.m. Non-Courtroom		
1		**Emergency/Holiday Hourly Rates – Court Certified Interpreter** (as defined by the Texas Commission for the Deaf and Hard of Hearing) Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.		
1		**Emergency/Holiday Hourly Rates – Non Certified Interpreter** (as defined by the Texas Commission for the Deaf and Hard of Hearing) Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.		
1		**Minimum Hour Charge per Service Provider**		
		MUST PROVIDE COPIES OF CURRENT CERTIFICATIONS FOR ALL SERVICE PROVIDERS		
		Every attempt will be made to schedule interpretation appointments at least 24 hours in advance; however, there will be NO EXTRA CHARGE for appointments scheduled less than 24 hours in advance.		
		Every attempt will be made to cancel appointments 24 hours in advance; however, THERE WILL BE NO CHARGE FOR CANCELED APPOINTMENTS.		

SPECIAL NOTICE TO VENDORS:

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2. SHOW ABOVE QUOTE NUMBER ON ALL PROJECT CORRESPONDENCE.
3. **Please submit copy of insurance certificate to include general liability and worker's comp.(if applicable)**
4. NO SUBSTITUTIONS
5. WE RESERVE THE RIGHT TO ACCEPT OR REJECT YOUR QUOTATION.
6. ALL QUOTATIONS SUBJECT TO ACCEPTANCE ON OUR USUAL PURCHASE ORDER FORMS.
7. QUOTES WILL REMAIN FIRM UNTIL DECEMBER 31, 2016

SIGNATURE

DATE

EXHIBIT "B"

REQUEST FOR QUOTE FORM
COMPANY

REQUEST FOR QUOTES FORM

DATE: April 18, 2016

NAME:	SIGN LANGUAGE INTERPRETERS, LLC DBA A SIGN LANGUAGE COMPANY	**REQUEST FOR:** Sign Language Interpreter	
ADDRESS:	5111 N. 10TH #291	QUOTATION	√
CITY/STATE/ZIP:	MCALLEN, TX 78504	INQUIRY ONLY	
PHONE/ FAX NO.:	956-688-8233 – Office / 956-533-1780 – CELL	THIS IS NOT AN ORDER	
REPRESENTATIVE:	RAQUEL R-MERRILL	SUMMARY OF QUOTATION	

FROM: **Heidi Garcia Ortiz, Buyer III**
ADDRESS **2802 S. Bus. Hwy 281**
Edinburg, Texas 78539
PHONE **Phone: (956)- 318-2626 ext. 4877**
FAX **Fax: (956)- 292-7612**

QUOTATIONS MUST BE RECEIVED BY: **10:00 AM ON APRIL 25, 2016 via fax: 956-292-7612 by email to: heidi.ortiz@co.hidalgo.tx.us**

QUOTE GOOD UNTIL December 31, 2016

QUANTITY	ITEM	DESCRIPTION AND DELIVERY REQUIRED	UNIT PRICE	TOTAL AMOUNT
QUOTE FOR:		**Hidalgo County is seeking quotes for "Sign Language Interpreters".**		
1		**Business Hourly Rates – Court Certified Interpreter** Mon-Fri 8:00 a.m. to 6:00 p.m. Courtroom & Non-Courtroom	1 hr	$150,00
1		**Business Hourly Rates –Non Certified Interpreter** Mon-Fri 8:00 a.m. to 6:00 p.m. Non-Courtroom 2 hr minimum	1 hr	$50,00
1		**Extended Service Hourly Rates – Court Certified Interpreter** Mon-Fri 6:00 p.m. to 8:00 a.m. Courtroom & Non-Courtroom 2 hr minimum	1 hr	$150,00
1		**Extended Service Hourly Rates – Non Certified Interpreter** Mon-Fri 6:00 p.m. to 8:00 a.m. Non-Courtroom 2 hr minimum	1 hr	$75,00
1		**Emergency/Holiday Hourly Rates – Court Certified Interpreter** (as defined by the Texas Commission for the Deaf and Hard of Hearing) Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.	1 hr 2 hr minimum	$200,00 $400,00
1		**Emergency/Holiday Hourly Rates – Non Certified Interpreter** (as defined by the Texas Commission for the Deaf and Hard of Hearing) Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.	1 hr 2hr minimum	$75,00
1		**Minimum Hour Charge per Service Provider** 2 hr minimum	2	$300,00
		MUST PROVIDE COPIES OF CURRENT CERTIFICATIONS FOR ALL SERVICE PROVIDERS		
		Every attempt will be made to schedule interpretation appointments at least 24 hours in advance; however, there will be NO EXTRA CHARGE for appointments scheduled less than 24 hours in advance.		
		Every attempt will be made to cancel appointments 24 hours in advance; however, THERE WILL BE NO CHARGE FOR CANCELED APPOINTMENTS.		

SPECIAL NOTICE TO VENDORS:

1. IF UNABLE TO QUOTE, PLEASE RETURN NO QUOTE.
2. SHOW ABOVE QUOTE NUMBER ON ALL PROJECT CORRESPONDENCE.
3. **Please submit copy of insurance certificate to include general liability and worker's comp.(if applicable)**
4. NO SUBSTITUTIONS
5. WE RESERVE THE RIGHT TO ACCEPT OR REJECT YOUR QUOTATION.
6. ALL QUOTATIONS SUBJECT TO ACCEPTANCE ON OUR USUAL PURCHASE ORDER FORMS.
7. QUOTES WILL REMAIN FIRM UNTIL DECEMBER 31, 2016

Insurances will be provided when quote is accepted.

Raquel R Merrill
SIGNATURE

4/19/16
DATE

Courts are rest, cancelled, all the time, If I'm home & it's cancelled, no charge, but if I show up to appt and its cancelled I will expect to get paid. That is my proposal.

Note: I can agree to cancelled appts, no charge but if I go to the court, and its cancelled there, I will charge the 2 hr Minimum. Raquel R Merrill

Department of Assistive and Rehabilitative Services
Division for Rehabilitation Services
Office for Deaf and Hard of Hearing Services
BOARD FOR EVALUATION OF INTERPRETERS



Certification No:
18022

Date Issued: 12/14/2015
Valid Through: 1/31/2017
CEUs due: 1/31/2017

Court
Interpreter

SOUTH TEXAS INTERPRETERS



FOR THE DEAF

711 W. Nolana Ave. Ste. 104-B McAllen TX 78504

Office: 956-971-8000 Fax: 956-971-8001

FAX Transmittal

DATE: 4/25/16 Time:

TO: Heidi Garcia Metz with Hidalgo County

FROM: Amanda Alvarez - Secretary.

FAX#: 956-292-7612.

RE:

PAGES: 1.

NOTES:

REQUEST FOR QUOTES FORM

DATE: April 18, 2016

NAME:	SOUTH TEXAS INTERPRETERS FOR THE DEAF, LLC	**REQUEST FOR:** Sign Language Interpreter	
ADDRESS:	711 W. NOLANA AVE, STE 104B	QUOTATION	√
CITY/STATE/ZIP:	MCALLEN, TEXAS 78504	INQUIRY ONLY	
PHONE/ FAX NO.:	956-971-8000 – Office / 956-971-8001 – Fax	THIS IS NOT AN ORDER	
REPRESENTATIVE:	JOVONNE DELGADO	SUMMARY OF QUOTATION	

FROM: **Heidi Garcia Ortiz, Buyer III**
ADDRESS **2802 S. Bus. Hwy 281**
Edinburg, Texas 78539
PHONE **Phone: (956)- 318-2626 ext. 4877**
FAX **Fax: (956)- 292-7612**

QUOTATIONS MUST BE RECEIVED BY: **10:00 AM ON APRIL 25, 2016 via fax: 956-292-7612 by email to: heidi.ortiz@co.hidalgo.tx.us**

QUOTE GOOD UNTIL **December 31, 2016**

QUANTITY	ITEM	DESCRIPTION AND DELIVERY REQUIRED	UNIT PRICE	TOTAL AMOUNT
QUOTE FOR:		**Hidalgo County is seeking quotes for "Sign Language Interpreters".**		
1		**Business Hourly Rates – Court Certified Interpreter** Mon-Fri 8:00 a.m. to 6:00 p.m. Courtroom & Non-Courtroom 8-5 p.m	$ 130.00 per hour	minimum (2 hours)
1		**Business Hourly Rates –Non Certified Interpreter** Mon-Fri 8:00 a.m. to 6:00 p.m. Non-Courtroom 8-5 p.m	$ 42.00 per hour	(minimum 2 hours)
1		**Extended Service Hourly Rates – Court Certified Interpreter** Mon-Fri 6:00 p.m. to 8:00 a.m. Courtroom & Non-Courtroom 5:01 pm - 7:59 a.m	$ 195.00 per hour	(minimum 2 hours)
1		**Extended Service Hourly Rates – Non Certified Interpreter** Mon-Fri 6:00 p.m. to 8:00 a.m. Non-Courtroom 5:01 pm - 7:59 a.m	$ 63.00 per hour	(minimum 2 hours)
1		**Emergency/Holiday Hourly Rates – Court Certified Interpreter** (as defined by the Texas Commission for the Deaf and Hard of Hearing) Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.	$ 195.00 per hour	(minimum 2 hours)
1		**Emergency/Holiday Hourly Rates – Non Certified Interpreter** (as defined by the Texas Commission for the Deaf and Hard of Hearing) Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.	$ 63.00 per hour	(minimum 2 hours)
qi2A		**Minimum Hour Charge per Service Provider**		
		MUST PROVIDE COPIES OF CURRENT CERTIFICATIONS FOR ALL SERVICE PROVIDERS		
	✓	**Every attempt will be made to schedule interpretation appointments at least 24 hours in advance; however, there will be NO EXTRA CHARGE for appointments scheduled less than 24 hours in advance.**	Agreed, but can't guarantee an interpreter will be available	
NOT Agreed		**Every attempt will be made to cancel appointments 24 hours in advance; however, THERE WILL BE NO CHARGE FOR CANCELED APPOINTMENTS.** -2hr minimum will be charged if cancellation is less than 24 hour notice.		

SPECIAL NOTICE TO VENDORS:
1. **IF UNABLE TO QUOTE, PLEASE RETURN NO QUOTE.**
2. SHOW ABOVE QUOTE NUMBER ON ALL PROJECT CORRESPONDENCE.
3. **Please submit copy of insurance certificate to include general liability and worker's comp.(if applicable)**
4. NO SUBSTITUTIONS
5. WE RESERVE THE RIGHT TO ACCEPT OR REJECT YOUR QUOTATION.
6. ALL QUOTATIONS SUBJECT TO ACCEPTANCE ON OUR USUAL PURCHASE ORDER FORMS.
7. QUOTES WILL REMAIN FIRM UNTIL DECEMBER 31, 2016

SIGNATURE

4/24/2016
DATE

REQUEST FOR QUOTES FORM

Quote Rate on SLS Document

DATE: April 18, 2016

NAME:	Amy Hermansen dba Sign Language Services	**REQUEST FOR:** Sign Language Interpreter	
ADDRESS:	1409 Rio Grande	QUOTATION	√
CITY/STATE/ZIP:	San Juan, TX 78589	INQUIRY ONLY	
PHONE/ FAX NO.:	956-588-8078 – Office / 956-720-0832 – Fax	THIS IS NOT AN ORDER	
REPRESENTATIVE:	Amy Hermansen	SUMMARY OF QUOTATION	

FROM: **Heidi Garcia Ortiz, Buyer III**

ADDRESS **2802 S. Bus. Hwy 281**
Edinburg, Texas 78539

PHONE **Phone: (956)- 318-2626 ext. 4877**
FAX **Fax: (956)- 292-7612**

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1		**Extended Service Hourly Rates – Court Certified Interpreter** Mon-Fri 6:00 p.m. to 8:00 a.m. Courtroom & Non-Courtroom		
1		**Extended Service Hourly Rates – Non Certified Interpreter** Mon-Fri 6:00 p.m. to 8:00 a.m. Non-Courtroom		
1		**Emergency/Holiday Hourly Rates – Court Certified Interpreter** (as defined by the Texas Commission for the Deaf and Hard of Hearing) Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.		
1		**Emergency/Holiday Hourly Rates – Non Certified Interpreter** (as defined by the Texas Commission for the Deaf and Hard of Hearing) Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.		
1		**Minimum Hour Charge per Service Provider**		
		MUST PROVIDE COPIES OF CURRENT CERTIFICATIONS FOR ALL SERVICE PROVIDERS		
		Every attempt will be made to schedule interpretation appointments at least 24 hours in advance; however, there will be NO EXTRA CHARGE for appointments scheduled less than 24 hours in advance.	3	unacceptable
		Every attempt will be made to cancel appointments 24 hours in advance; however, THERE WILL BE NO CHARGE FOR CANCELED APPOINTMENTS.	5	

SPECIAL NOTICE TO VENDORS:

1. IF UNABLE TO QUOTE, PLEASE RETURN NO QUOTE.
2. SHOW ABOVE QUOTE NUMBER ON ALL PROJECT CORRESPONDENCE.
3. **Please submit copy of insurance certificate to include general liability and worker's comp.(if applicable)**
4. NO SUBSTITUTIONS
5. WE RESERVE THE RIGHT TO ACCEPT OR REJECT YOUR QUOTATION.
6. ALL QUOTATIONS SUBJECT TO ACCEPTANCE ON OUR USUAL PURCHASE ORDER FORMS.
7. QUOTES WILL REMAIN FIRM UNTIL DECEMBER 31, 2016

SIGNATURE DATE

Travel needs to be included

Sign Language Services
1409 Rio Grande St.
San Juan, Texas 78589
956-588-8078 Telephone * 956-720-0832 Facsimile
amy@signlanguageservices.us

April 24, 2016

Dear Ms Heidi Ortiz, the Purchasing and Legal Department of Hidalgo County,

I thank you for the opportunity to submit a quote to provide interpreting services for Hidalgo county, in both legal and nonlegal settings. Sign Language Services would be pleased to offer a quote these services, we offer the highest certified and educated interpreters throughout the greater rio valley. This includes five legal and court certified interpreters as well as at least 20 additional certified interpreters (you may see these listed at my website SLS-TX.COM) who are available to facilitate communication access in compliance with the law. However some aspects of the quote are unacceptable and noncompliant with the standard practice norms of our profession. I have previously submitted and in this letter attached the State of Texas acceptable and reasonable expectations for payment, billing and certification levels, they set the standard for our profession as interpreter, our region is number 11.

SLS bills for and will expect payment for the items in red on the quote sheet, as accepted by the State, we do bill for last minute request, we will bill for cancellation less than 48 hours, we will only use certified interpreters for these extremely weighty assignments, we do bill for travel when travel is greater than 20 minutes (3 court certified interpreters live in San Benito travel is required, our Court Certified Deaf Interpreter which is required often in our multilingual culture area, lives in Austin, travel is required and billed for).

If Hidalgo county allows the use of noncertified interpreters for any assignment in these settings they are assuming the legal risk associated with this decision. This decision could open the court to needless litigation and appeals which are both time consuming and expensive to the county and taxpayers. By using an agency that is insured and offers the correct certifications required, you will help prevent any of this burden on the county, SLS offers both of these needs.

If you adjust these important matters on the quote, SLS will be pleased to submit a quote and provide the best services possible!

Sincerely,

Amy Hermansen

Sign Language Services
1409 Rio Grande St.
San Juan, Texas 78589
956-588-8078 Telephone
www.SLS-tx.com

Sign Language Services Billing Rates 2016

All appointments will be billed at a minimum of two (2) hours with any additional time being billed at 15 minute increments. For appointments outside of the local area (greater than 20 min) travel time will be billed according to the hourly rate.

Sign Language Services

- Appointments greater than 3 hour will be billed for entire amount of time reserved.

- Regular Rates (48 hour advance notice of appointment, regular business hours 9:00 am - 5:00 pm):
  - Certified Interpreter $50.00 per hour
  - Advanced Certified Interpreter $55.00 per hour
  - Master Certified Interpreter $60.00 per hour
  - Certified Court Interpreter $105.00 per hour

- Overtime Rates (less than 48 hour notice, 5:00 pm - 9:00 am, and Saturdays & Sundays)
  - Certified Interpreter $75.00 per hour
  - Advanced Certified Interpreter $82.50 per hour
  - Master Certified Interpreter $90.00 per hour
  - Certified Court Interpreter $157.50 per hour

- Emergency Rates (Same day appointment on any day of the week or weekends and National Holidays) are billed at 2 times regular rate per certification level.
  - Certified Interpreter $100.00 per hour
  - Advanced Certified Interpreter $110.00 per hour
  - Master Certified Interpreter $120.00 per hour
  - Certified Court Interpreter $210.00 per hour

- Out-of-town traveling fees will apply separately
  - Miles
  - Hotel Accommodations
- Two-hour minimum
- Twenty-four hour cancellation policy is required. If less than 24 hour notice of cancellation is given, the appointment will be billed as scheduled. Full payment required.
- The interpreter will wait 15 minutes for each hour billed after such time if the client does not arrive for appointment the interpreter will assume it is a no show and leave. The full scheduled assignment will be billed.
- Interpreters are for location provide, unless previous arrangements are made for multiple locations.
- Interpreter will be available for time requested, if appointment ends early, company will still be invoiced for entire time reserved.

Amy Hermansen, Certified Interpreter & President
956-588-8078 Telephone - 956-720-0832 Facsimile
amy@signlangugeservices.us
TRUST YOUR COMMUNICATIONS TO OUR HANDS

Sign Language Services
1409 Rio Grande St.
San Juan, Texas 78589
956-588-8078 Telephone
www.SLS-tx.com

CART Services

• On-Site: One Provider	$130 per hour
○ Overtime	$195.00
○ Emergency	$260.00
• On-Site: Two Providers	$195 per hour
○ Overtime	$292.50
○ Emergency	$390.00
• Remote	$100.00 per hour
• Projector Fee	$20.00 per hour (on-site only)
• Unedited Transcript Fee: (If requested)	$10.00 per hour

- *Out-of-town traveling fees will apply separately*
- *Two-hour minimum*

Certified Sign Language Interpreters will be used for all appointments. In addition to Sign Language we also specialize in low vision with deafness and/or deaf/blind tactile services and trilingual (Spanish/English/ASL or MSL) interpretation (+$5.00 additional fee per hour) as needed.

A team of interpreters may be required depending on the assignment topic, setting and length of appointment; this is evaluated at time of service. In the event a Deaf person is "HOME" sign with limited structured communication a DI (Deaf Interpreter will be used in addition to the Certified Sign Language Interpreter, the above rates will apply to both interpreters.

This is a HUB certified business, approved by Department of Assistive and Rehabilitation Services and on their CSSA listing as an Agency. Sign Language Services, and any interpreter sent by the company shall at all times comply with the NAD-RID Code of Professional Conduct:

- Interpreters adhere to standards of confidential communication.
- Interpreters possess the professional skills and knowledge required for the specific interpreting situation.
- Interpreters conduct themselves in a manner appropriate to the specific interpreting situation.
- Interpreters demonstrate respect for consumers.
- Interpreters demonstrate respect for colleagues, interns, and students of the profession.
- Interpreters maintain ethical business practices.
- Interpreters engage in professional development.

The rates and terms of service are outlined on the preceding page. It is understood that by securing an interpreter through SLS you agree to the rates and terms of service. If you have any questions, please contact me at any time. Thank you and I look forward to working with you.

Signcerely,

Amy Hermansen, Certified Interpreter & President
956-588-8078 Telephone - 956-720-0832 Facsimile
amy@signlangugeservices.us
TRUST YOUR COMMUNICATIONS TO OUR HANDS

Notice - Non-Certified is not suggested for Any of these settings.

Situations and Recommended Interpreter Certification Levels

The following list of settings for use of interpreters is not all-inclusive. The person desiring to utilize an interpreter should find a comparable or similar situation on the list. Each situation should be carefully evaluated and given consideration to the communication needs and the expected complexity of the assignment. Often special circumstances or unique communication needs will warrant the use of an interpreter with a higher level of certification than is recommended below.

Category	BEI	RID	NIC
A	Level I/Ii, OC: B		
B	Basic		NIC
C	Level II/IIi	CI, CT, IC, TC	
D	Level III/IIIi, OC: C, OC: V	CSC, IC/TC, CI/CT, RSC, CDI	
E	Advanced		Advanced
F	Level IV/IVi	MCSC, SC: L	
G	V/VI		
H	Master		Master
I	CIC	SC:L	

→ COURT CERTIFIED

It should be noted that Texas law requires the use of **an interpreter with BEI Court Interpreter Certification (CIC) or RID SC:L** in Criminal or Civil Court proceedings.

*See the Texas Education Agency's (TEA) website athttp://www.tea.state.tx.us for information about legal requirements for interpreter certification in Texas public school settings.

Law Enforcement Settings

Recommend: Category D, E, F, G, H

- Civil Investigations
- Arrests and Bookings
- Meetings with Parole/Probation Officers
- Restraining Order Application
- Campus Police or other law enforcement investigations

Recommend: Category F, G, H

- Polygraph Testing
- Domestic/Family Violence Calls and Investigations
- Abuse Calls and Investigations
- Deposition

- Administrative/Governmental Proceedings (Primarily Voice-to-Sign)
- City Council/Governmental Proceedings (Primarily Voice-to-Sign)
- Legislation (Primarily Voice-to-Sign)
- Discrimination Proceedings - Prior to Court (Primarily Voice-to-Sign)
- Tax Assessment/Appeal Proceedings (Primarily Voice-to-Sign)

Recommend: Category F, G, H

- Administrative/Governmental Proceedings (Extensive Sign-to-Voice)
- City Council/Governmental Proceedings (Extensive Sign-to-Voice)
- Legislation (Extensive Sign-to-Voice)
- Discrimination Proceedings - Prior to Court (Extensive Sign-to-Voice)
- Tax Assessment/Appeal Proceedings (Extensive Sign-to-Voice)

- Parole Officer Conference

Criminal Court Settings **Recommend: Category I**

- Post Bond
- Pre trial release
- Probation Officer Conference
- Pre and Post Lawyer Conferences - Misdemeanor
- Arraignment

Recommend: Category I

- Pre and Post Lawyer Conferences - Felony
- Judicial Proceedings Courtroom, Grand Jury, Jury Duty, Deposition

Civil Court Settings

Recommend: Category D

- Civil Weddings performed in or out of a courtroom

Recommend: Category I

- Peace Bonds/Restraining Order, Copyrights/Patents
- Minor Civil (Judicial) Proceedings Civil Law Suits, Non contested Divorce, Traffic Court
- Routine Civil Procedures Wills and Trusts, Naturalization, Adoption
- Major Civil Lawsuits
- Jury Duty

Recommend: Category I

- Deposition
- Contested Divorce
- Child Custody or Child Welfare

Governmental Settings

Recommend: Category C, D, E, F, G, H

- Governmental Procedures Federal, State, Municipal or Private Agencies
- Driver License Testing
- Application for Services
- Inquiries regarding eligibility for services

Recommend: Category D, E, F, G, H

finitions

Region 11

Agency Assignment: - Requests given to an agency service provider for communication access services.

Agency Service Provider: - An entity with three or more Communication Access Service Providers (contract and\or employee) for direct services and has two or more office staff. Office staff must work a combined average of 30 hours a week or more performing intake, service coordination and invoicing services for the agency.

CART Provider: An individual who holds a current CART Certification Level 1 through Level V certificate of competency issued by the Texas Court Reporters Association or a current Certified Realtime Reporter (CRR), Certified CART Provider (CCP), or Certified Broadcast Captioner (CBC) certificate of competency issued by the National Court Reporter Association.

CART Services: Provision of on-screen displayed translation of the spoken word by a CART provider.

Communication Access Service: Interpreting, transliterating, and\or CART services.

Communication Access Service Provider: An individual who is a certified interpreter, a non-certified interpreter, or CART provider.

Day: 8:00 am - 5:00 pm weekdays.

Evening\Weekend: 5:00 pm - 8:00 am weekdays\5:00 pm Friday - 8:00 am Monday

Holiday: Those holidays when State Agencies are closed.

Hourly Fee: A fee charged for the provision of communication access services to be billed in fifteen (15) minute increments.

Individual\Small Business Assignment: -A request given to an individual\small business service provider for communication access services.

Individual\Small Business Service Provider: - An entity that does not qualify as an agency provider.

Interpreter: An individual who holds a current certificate issued by the DARS Office for Deaf and Hard of Hearing Services, Board for Evaluation of Interpreters (BEI) or a certificate of interpreter competency issued by the Registry of Interpreters for the Deaf (RID).

Interpreting Services: Provision of voice to sign, sign to voice, gestural to sign, sign to gestural, voice to visual or visual to voice services for communication access.

Last Minute Request: Service requests made with less than 48 business hours in advance (2 business days) notice.

Non-Certified Interpreter: An individual who lacks interpreter certification but is able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary.

Out-of-Area Assignments: An assignment of more than 20 minutes of driving one way based on the shortest time determined by using either the shortest distance or shortest time as determined by Rand McNally (http://www.randmcnally.com). If an address cannot be located using Rand McNally, then Google Maps (http://maps.google.com) or Maps on Us (http://www.mapsonus.com) may be utilized.

Region: Rates are based either on the HHSC Region in which the services are provided or based on the HHSC Region in which the specific requested communication access service provider resides. There are 11 HHSC regions.

Regular Request: Service requests made with more than 48 business hours advance (2 business days) notice.

Specialty Request: Service request for trilingual or court interpreting services. If a request is made for 2 specialties the percentages, 1.5 for example, are added together and then applied to the appropriate Hourly Rate. For example. A Trilingual (certified) and Court (certified) interpreter is requested in Region 7. The interpreter has an Advanced certification. The hourly rate is determined by multiplying the hourly rate of $63 times (1.5+1.5) to = $189. If in the same situation the request was on a weekend the weekend hourly rate is $63 times 1.5 = $94.50 and then the specialty rate is determined by multiply $94.50 times (1.5+1.5) (for the specialties) for a total hourly rate of $283.50

Transliterator: An individual who holds a current interpreter certificate issued by the DARS Office for Deaf and Hard of Hearing Services, Board for Evaluation of Interpreters (BEI) or National Registry of Interpreters for the Deaf (RID) verifying competency in either oral interpreting or sign-based communication system.

Transliterating Services: Provision of voice to sign, sign to voice, gestural to sign, sign to gestural, voice to visual or visual to voice services for communication access.

Guidelines

→ Waived for 2 hour minimum. OR Admin fee

A 1.5 hour administrative fee for agency service providers or a 1.0 hour administrative fee for individual\small business service providers may be billed per communication access service provider requested per assignment and per day based on the pricing fee schedule for services provided. For services provided remotely, an administrative fee of .75 for agency service providers or .50 for individual\small business service providers may be billed.

Payment for services shall be paid at an hourly rate not to exceed the amount in the appropriate fee schedule based on the HHSC Region in which the services are provided or from the HHSC Region in which the specific requested communication access service provider resides. Reimbursement for per diem for overnight accommodations may be provided only with prior approval and shall be based on the State Employees Travel Allowance Guide.

TRAVEL

Reimbursement for billable travel time incurred for out-of-area assignments may be provided only with prior approval and shall be based on the hourly rate charged in 15-minute increments for every 15 minutes of the total time driving to and from the assignment for the travel time considered as out-of-area. Point-to-point addresses of the communication access service provider must be provided as supporting documentation upon request.

Payment will include a one (1) hour minimum fee per communication access service provider requested. Service in excess of 1 hour must be billed in 15-minute increments. Service begins at the scheduled start time and must be consecutive. Lunch and dinner breaks shall not be calculated into the hourly total, up to one hour, unless the communication access service provider is requested to provide services during the meal. Payment will be made only for services performed, with the following exceptions:

Cancellation

If cancellation occurs or the communication access service provider is no longer needed within a period of less than 48 hours scheduled services may be billed.

If cancellation occurs or the communication access service provider is no longer needed within a period of less than 48 hours and the communication access service provider incurs travel costs, reimbursement for per diem and Out-of-Area fee in which prior approval was received may be billed.

* Service requests of an hour or more in length, may require the use of more than one communication access service provider. In addition to the length of service, complexity of the

Certified Deaf Interpreters - Court $ non-court

assignment, number of consumers (deaf and hearing) for whom communication access will be provided are the leading factors to the need for secondary and possibly tertiary communication access service providers. Agencies will let the requester know prior to the service being provided on the needed number of communication access service providers needed.

Regular Day Hourly Rates for Agency Providers for which a 1.5 hour administrative fee may be billed. -- When establishing the general maximum rates for agencies the following overhead costs are utilized: office space, employees who answer the phone for intakes and\or provide service coordination, 24-hour contact person for emergencies, employee benefits from minimal as required by law (federal withholdings, state franchise tax) to paid holidays, vacation and\or insurance, other insurance coverage such as error and omission (E&O) and\or general liability and interpreter\CART staff as employees versus contract. Less overhead costs could initiate negotiations for a lower than maximum rate agreement.

Region	Non-Certified	BEI Level I\Ii, II\IIi, Basic, OC: B;NIC; RID CI, CT, IC, TC, NAD III	BEI III\IIIi, Advanced, OC: C, OC: V; NICAdvanced; RIDCSC, IC\TC, CI\CT, RSC, CDI, NAD IV	BEI IV\IVi, V\Vi, Master; NICMaster; RID MCSC, SC: L, NAD V
Region 1	$40	$50	$58	$67
Region 4, 11	$39	$49	$55	$64
Regions 2, 3, 5, 6, 7, 8, 10	$45	$56	$63	$73
Region 9	$42	$53	$60	$70

Court @ 1.5 x's cost & Trilingual @ 1.5

Regular Day Hourly Rates for Individual\Small Business Providers for which a 1.0 hour administrative fee may be billed.

Region	Non-Certified	BEI Level I\Ii, II\IIi, Basic, OC: B;NIC; RID CI, CT, IC, TC, NAD III	BEI III\IIIi, Advanced, OC: C, OC: V; NICAdvanced; RIDCSC, IC\TC, CI\CT, RSC, CDI, NAD IV	BEI IV\IVi, V\Vi, Master; NICMaster; RID MCSC, SC: L, NAD V
Region 1	$22	$27	$31	$35
Region 4, 11	$21	$26	$30	$34
Regions 2, 3, 5, 6, 7, 8, 10	$24	$30	$37	$40
Region 9	$23	$29	$32	$37

Applied to Regular Day Hourly Rates (RDHR)

CART Rates for TCRA and NCRA CART Certified Providers for all Regions

Per Region and Level

Day - Last Minute	1.5 times RDHR
Evening\Weekend - Regular	1.5 times RDHR
Evening\Weekend - Last Minute	2 times RDHR
Holiday - Regular	2 times RDHR
Holiday - Last Minute	2 times RDHR
Trilingual - (Non-Certified)	1.10 times RDHR
Trilingual - (Certified)	1.5 times RDHR
Court - (Certified)	1.5 times RDHR

On-site: One Provider	$130 per hour
On-site: Two Providers	$175 per hour
Remote:	$100 per hour
Projector Fee (if used):	$20 per hour (on-site only)
Unedited Transcript Fee (if requested):	$10 per hour

Travel is billed at the same rate as the assignment.

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/16/2016

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:	
Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
South Texas Interpreters for the Deaf, LLC 711 West Nolana Ave Ste 104B MCALLEN TX 78504	INSURER A: Hiscox Insurance Company Inc	10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	UDC-1445181-BOP-16	04/16/2016	04/16/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ S/T Each Occ.
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg.
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] HIRED AUTOS [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS			UDC-1445181-BOP-16	04/16/2016	04/16/2017	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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] 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)

The Hiscox Business Owners Policy UDC-1445181-BOP-16 is endorsed with Hired Auto and Non-Owned Auto coverage up to the policy's liability and medical expense limit of $1,000,000 subject to the policy's terms and conditions. The Hiscox Business Owners Policy UDC-1445181-BOP-16 is endorsed with waiver of subrogation endorsement E5213 in favor of Hildalgo County.

CERTIFICATE HOLDER

Hildalgo County
28125 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2016

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
Higginbotham Insurance Agency, Inc.
1400 N. McColl Rd. #105
McAllen TX 78501

CONTACT NAME: Mary R. Tobon
PHONE (A/C, No, Ext): 956-668-3502 FAX (A/C, No): 956-687-1286
E-MAIL ADDRESS: MTobon@Higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Markel Insurance Company	38970
INSURER B : Scottsdale Insurance Company	41297
INSURER C : Twin City Fire Insurance Company	29459
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SIGNL
Sign Language Interpreters, LLC
dba: A Sign Language Company
5111 N. 10th St #291
Mcallen TX 78504

COVERAGES **CERTIFICATE NUMBER:** 425858304 **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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		CPS2485471	6/1/2016	6/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $1,000,000
	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 $	$ $ $
C	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			65WBCAP5417	6/19/2016	6/19/2017	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Professional Liability			MG843815	9/17/2015	9/17/2016	Per Claim Aggregate Deductible	$1,000,000 $1,000,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement (CG 20 33 04 13) that provides additional insured status and a blanket waiver of subrogation endorsement (CG 24 04 05 09) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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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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:
2016-77214

Date Filed:
06/28/2016

Date Acknowledged:
06/28/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sign Language Interpreters LLc dba A Sign Language Company
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 Purchasing Department

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 services, goods, or other property to be provided under the contract.

2016-192-HGO
Sign Language Interpreting Services

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.
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2016-192-HGO
Sign Language Interpreting Services

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.

FABIOLA RAMOS
Notary Public
STATE OF TEXAS
My Comm. Exp. May 10, 2017

Raquel B Merrill RDCI,CT
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Raquel Merrill, this the 28th day of June, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Fabiola Ramos
Printed name of officer administering oath

SR FSAIII
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:
2016-78278

Date Filed:
06/29/2016

Date Acknowledged:
06/29/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

South Texas Interpreters for the Deaf LLC
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.

South Texas Interpreters for the Deaf LLC

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 services, goods, or other property to be provided under the contract.

2016-192-HGO
Sign Language Interpreting Services

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:
2016-78278

Date Filed:
06/29/2016

Date Acknowledged:

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2016-192-HGO
Sign Language Interpreting Services

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.

VERONICA SOLIS
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-05-2019

AFFIX NOTARY STAMP / SEAL ABOVE

Robert B Rehmet
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said _____, this the 29th day of June, 20 16, to certify which, witness my hand and seal of office.

Veronica Sue
Signature of officer administering oath

Veronica Solis
Printed name of officer administering oath

Title of officer administering oath

HIDALGO COUNTY PURCHASING DEPARTMENT TABULATION

DEPARTMENT & PROJECT NAME: ***Hidalgo County - Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)***

Deadline for Quote: April 25, 2016 @10:00 a.m.	**RFQ NO.: 2016-192**

Assignment/Service	**PARTICIPATING VENDORS**		
	1) Sign Language Interpreters, LLC dba A Sign Language Company	**2) Amy Hermansen dba Sign Language Services**	**3) South Texas Interpreters for the Deaf, LLC**
Business Hourly Rates Court Certified Interpreter Courtroom & Non-Courtroom	**$150.00** per hr (2 hour minimum)		**$130.00** per hr (2 hour minimum)
Business Hourly Rates Non-Certified Interpreter Non-Courtroom	**$50.00** per hr (2 hour minimum)		**$42.00** per hr (2 hour minimum)
Extended Service Hourly Rates Court Certified Interpreter Courtroom & Non-Courtroom	**$150.00** per hr (2 hr minimum)		**$195.00** per hr (2 hour minimum)
Extended Service Hourly Rates Non-Certified Interpreter Non-Courtroom	**$75.00** **(2 hr minimum)**		**$63.00** per hr (2 hour minimum)
Emergency/Holiday Hourly Rates (as defined by the Texas Commission for the deaf and Hard of Hearing) Emergency Interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday. Court Certified Interpreter	**$200.00** per hr (2 hour minimum)		**$195.00 per hr** (2 hour minimum)

Emergency/Holiday Hourly Rates (as defined by the Texas Commission for the deaf and Hard of Hearing) Emergency Interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday. Non-Certified Interpreter	**$75.00** per hr (2 hr minimum)		**$63.00** per hr (2 hour minimum)
Minimum Hour Charge per Service Provider	√		√
Every attempt will be made to schedule interpretation appointments at least 24 hours in advance; however, there will be NO EXTRA CHARGE for appointments scheduled less than 24 hours in advance.		**UNACCEPTABLE**	**Agreed, but can't guarantee an interpreter will be available**
Every attempt will be made to cancel appointments 24 hours in advance; however, there will be NO CHARGE for cancelled appointments.	**I can agree to cancelled appts no charge, but if I go to the court and its cancelled there I will charge the 2 hr minimum.**	**UNACCEPTABLE**	**NOT AGREED. 2 hr minimum will be charged if cancellation less than 24 hour notice**
*****NON-COMPLIANT*** See attached documents…..**			

AI-55153

Purchasing Department 18.
B. 1.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of a professional services agreement #C-16-165-07-06 with TEDSI Infrastructure Group, Inc. for [Job Specific] Projects: “Nittler Road Improvements (from FM493 to FM88)" and "Mile 9 Road Improvements (from Mile 1 East to Mile 3 East)" within Hidalgo County Precinct No. 1, subject to compliance with HB1295 [if and when applicable];

b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $ 115,748.00) as submitted by project engineer, TEDSI Infrastructure Group, Inc.- Project:“Nittler Road Improvements from FM 493 to FM 88” within Hidalgo County Precinct No. 1, in connection to agreement # C-16-165-07-06.

c. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $ 63,849.00) as submitted by project engineer, TEDSI Infrastructure Group, Inc. -Project:“Mile 9 Road Improvements from Mile 1 East to Mile 3 East” within Hidalgo County Precinct No. 1, in connection to agreement # C-16-165-07-06.

BACKGROUND

CONTRACT #C-16-165-07-06-TEDSI
WA1 & WA2
HB 1295
legals approval

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1280-431-00-121-801-5-310
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 6-1280-431-00-121-801-5-721

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

FISCAL YEAR: 2016 ACCT. #: 6-1280-431-00-121-801-5-723
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 6-1280-431-00-121-807-5-310
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 6-1280-431-00-121-807-5-721
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 6-1280-431-00-121-807-5-723
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 6-1280-431-00-121-809-5-310
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 6-1280-431-00-121-809-5-721
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 6-1280-431-00-121-809-5-723
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Contract, Legals approval & HB1295--# C-16-165-07-06-TEDSI-Pct 1 (Nittler & Mi 9)

wa1

wa2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/01/2016 05:08 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Letty Saenz Started On: 06/21/2016 10:03 AM

Final Approval Date: 07/01/2016

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-16-165-07-06

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **TEDSI Infrastructure Group, Inc.**, Professional Engineers of **Mission, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the projects specific **"Nittler Road from Hwy. 88 to FM 493 and Mile 9 North from FM 491 to Mile 3 East"** projects for **Hidalgo County Precinct No. 1** 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, from which "Professional Engineer" has been selected from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ), and

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 1, 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**, as 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 **one (1) year,** commencing, **July 6, 2016,** expiring, **July 5, 2017** or *upon completion of the scope of the projects* (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work

performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the

paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. 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 Requests for Payment. Payments to the **Enginee**r for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost,

performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**-***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the

work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided

herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-

advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete

set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such

work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment.

The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of

such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents,

obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering

submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable

national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of

foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18.Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20.Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the

Indemnitees for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or

execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	**TEDSI INFRASTRUCTURE GROUP, INC.**
100 E. Cano, 2nd Floor	Attn: Jesus Salinas, Chief Executive Officer
Edinburg, Texas 78539	1201 E. Expressway 83
	Mission, Texas 78572

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

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:
TEDSI INFRASTRUCTURE GROUP, INC.

By:_____
Jesus Salinas, Chief Executive Officer

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:_____
Stephen L. Crain

ATTACHMENTS:

LOCATION MAP
EXHIBIT A-1 -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)*

EXHIBIT A-1

-REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

February 01, 2016

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: 2016-002-02-17-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: 2016-002-02-17-YZV

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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 D1, CIQ Conflict of Interest Questionnaire	3
8.	Exhibit D2, CIS-Conflict Disclosure Statement	3
9.	Exhibit E, Proposer's Affidavit	1
10	Vendor/Bidder Application and W-9 form	6
11.	Certification Regarding Debarment	1
12.	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

Martha L. Salazar, CPPB, Purchasing Agent

February 01, 2016
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2016-002-02-17-YZV

Acceptance Due Date: FEBRUARY 17, 2016

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4881
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, three (3) copies of all qualifications and eight (8) 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.: 2016-002-02-17-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 17, 2016.

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 17, 2016
Award of Contract	MARCH 16, 2016
Commence Work or Deliver Products	_____, 2016

16. HIDALGO COUNTY HOLIDAYS

2016 YEAR	
New Year's Day	01/01/2016
Martin Luther King Day	01/18/2016
President's Day	02/15/2016
Good Friday	03/25/2016
Memorial Day	05/30/2016
Independence Day	07/04/2016
Labor Day	09/05/2016
Columbus Day	10/10/2016
Veteran's Day	11/11/2016
Thanksgiving Day	11/24/2016 & 11/25/2016
Christmas Day	12/23/2016 &12/26/2016
New Year's Eve	12/30/2016

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, 2016, 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-1, 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 that 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 details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted 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. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

20. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §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, we have updated and revised our RFQ packet. In accordance with these requirements, 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 box 3 of Form 1295, you will provide the RFQ No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: yolanda.velasquez@co.hidalgo.tx.us 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. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT will be included in packet as Exhibit "D-2".

COMPLETION AND SUBMISSION OF FORM CIS IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful 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.

27. 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.

28. 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.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful 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.

31. 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.

32. 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, 2016 and ending March 15, 2017**. 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 17, 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 Wednesday, February 10, 2016** at 5:00 p.m. Responses will be sent to all applicants by **Friday, February 12, 2016 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. 2016-002-02-17-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: 2016-002-02-17-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)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ ☐ OCCUR CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S 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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): “Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

Form **W-9**
(Rev. 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 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. 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;

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 of 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.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2016-002-02-17-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 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D-1" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____

_____ Exhibit "D-2"-CIS Form

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 3 Copies, and 8 CD's containing a complete copy of Response.

EXHIBIT A
-SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

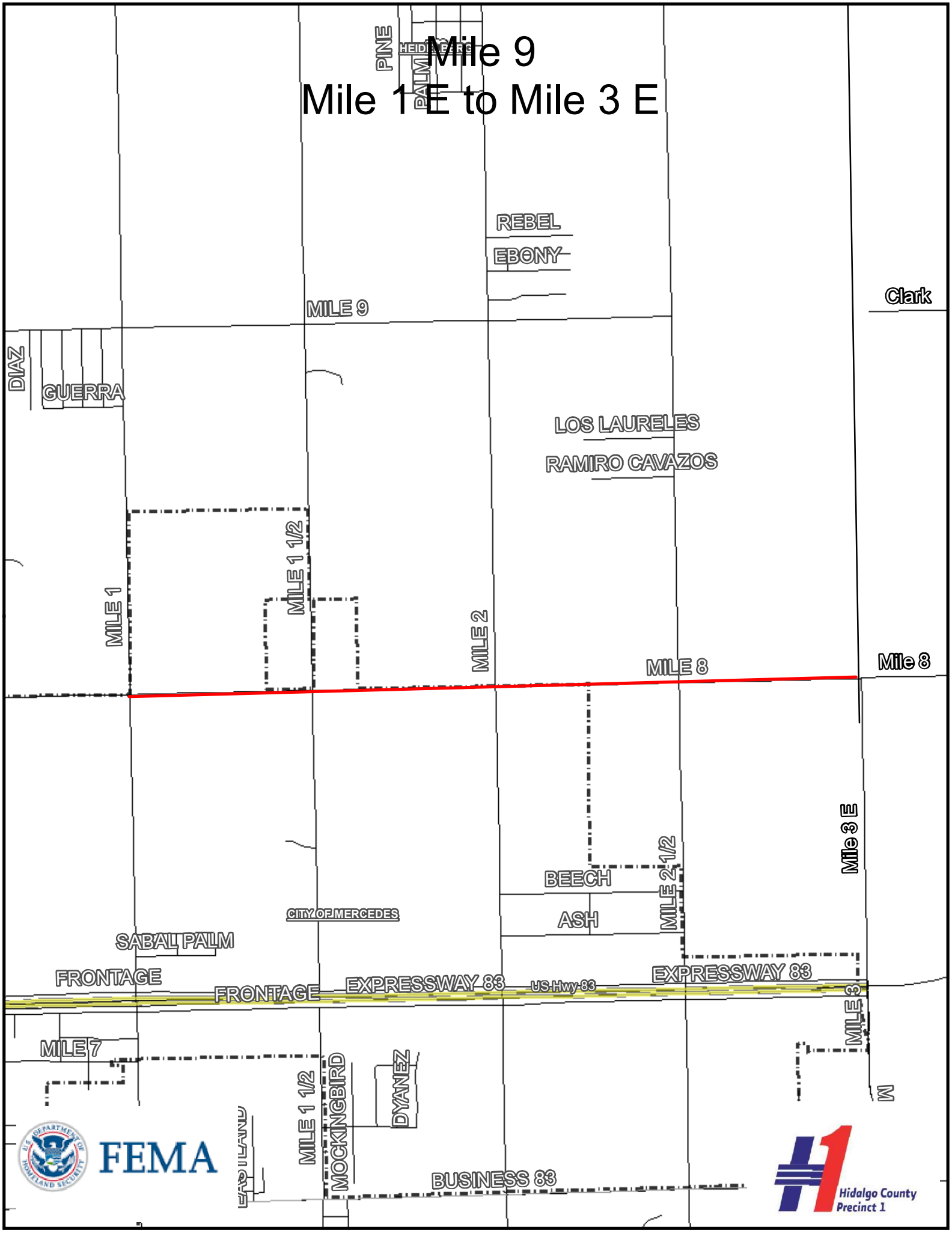

Mile 9
Mile 1 E to Mile 3 E
PINE
HEIDELBERG
PALM
REBEL
EBONY
MILE 9
Clark
DIAZ
GUERRA
LOS LAURELES
RAMIRO CAVAZOS
MILE 1
MILE 1 1/2
MILE 2
MILE 8
Mile 8
Mile 3 E
MILE 2 1/2
BEECH
ASH
CITY OF MERCEDES
SABAL PALM
FRONTAGE
FRONTAGE
EXPRESSWAY 83
US Hwy 83
EXPRESSWAY 83
MILE 3
MILE 7
MILE 1 1/2
MOCKINGBIRD
DYANEZ
BUSINESS 83
FEMA
Hidalgo County
Precinct 1

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

MILE 9 RD. HIDALGO COUNTY PCT. 1

The **Engineer** shall provide the following engineering services required for the preparation of the plans, specifications and estimates (PS&E) for **Mile 9 Road Improvements from Mile 1 East to Mile 3 East in Hidalgo County Precinct Number One**. The **Engineer** shall maintain a direct line of communication and coordinate very closely with the Hidalgo County Pct 1.

A. BASIC ENGINEERING DESIGN SERVICES

ROADWAY DESIGN CONTROLS

1. Develop Typical Sections – No pavement design will be completed as part of the scope of work. Pavement section will be based on directive from Hidalgo County Pct No. 1.
2. Prepare plan and profile sheets as required for reconstruction.
3. Develop plan and profiles for inclusion in sheets.
4. Determine roadway quantities and prepare quantity summary sheet.

MISCELLANEOUS (ROADWAY)

1. Develop Miscellaneous Roadway Details.
2. Prepare Title Sheet and Index sheets.
3. Calculate project quantities and prepare quantity summary sheet.
4. Prepare general notes.
5. Prepare list of Standard Drawings to be included in the plans.
6. Upon completion of the review of the final plans by Hidalgo County Pct. No. 1, the ENGINEER shall assemble and furnish signed original (11" x 17") drawings which shall include all applicable standards. The Engineer may sign/seal plans manually or include an electronic signature/seal.
7. Coordinate with Pct 1 and other agencies as necessary.

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION

1. Signing and Pavement Markings are to be shown on roadway P&P sheets as necessary

CONSTRUCTION SUPPORT

1. Prepare Bid Documents
2. Attend and Coordinate Pre-bid Conference
3. Evaluate Bids
4. Make Award Recommendation
5. Assist County with preparation of Contract Documents.
6. Attend Pre-construction Conference upon request by County.
7. Respond to Request for Information (RFI) from Contractor
8. Review Pay Requests
9. Preparation of Change Orders
10. Final Site Visit
11. Record Drawings

B. FIELD DESIGN SURVEY SERVICES

FIELD SURVEYING

2. Topographic survey of entire project length including:
   a) Topography of existing roadway and ditch within existing apparent ROW.
   b) Topography shall include any existing drainage crossings.
   c) Include flow lines, size and direction of drainage channels/structures

d) Include utilities
e) Perform one-call (Dig Tess) and identify and locate utilities (within limits of R.O.W.) as flagged/marked by utility companies
f) Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains
g) Establish x, y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others. Surveyor to survey nearest manhole/valve invert outside project limits.
h) Establish 2 benchmarks for project control.

C. ADDITIONAL SERVICES NOT INCLUDED AS PART OF THIS PROJECT

1. Drainage Design – (As part of the FEMA application reconstruction driveways were not included in the project and therefore drainage improvements will not be part of this contract). Drainage improvements are limited to cleaning and grading of the existing roadside ditches.
2. Utility Design/Coordination and/or location of utilities by survey or other measures (Utilities will not be located for this project because construction activities are exempt from locating requirements because excavation for the project will not exceed 16in as stated in TAC Title 16 Part 1 Rule§18.1 and Utilities Code Title 5, Chapter 251).
3. SW3P (Storm Water Pollution Prevention Plan) – To be provided by the Contractor
4. TCP (Traffic Control Plan) – To be provided by the Contractor
5. ROW Survey and Acquisition Services
6. Traffic Studies
7. No separate sign, pavement marking, sign details or summaries will be prepared.
8. Signalization
9. Design of irrigation ditches and lines
10. Construction staking
11. Right of Way recovery and or documents.
12. Development of specifications.
13. Submittal of documents to other agencies: Pct 1 to submit required documents (prepared by TEDSI)
14. Design of new drainage outfalls (design to tie into existing outfalls)
15. All Environmental Services and Site Assessment and necessary permits in regards to:
    a) Impacts
    b) Wetlands
    c) Endangered species
    d) Historic/archaeological/cultural
    e) Assist in developing a public involvement plan.
16. Coordination with regulatory agencies
17. Advertisement and award of construction contract
18. Geotechnical Services:
    a) Pavement section design or testing prior to PS&E development
    b) Material testing during construction
19. Perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.
20. Construction Management:
    a) Construction Inspection
    b) Construction Staking
    c) R.O.W. Staking

Additional Services to be negotiated by Supplemental Agreement.

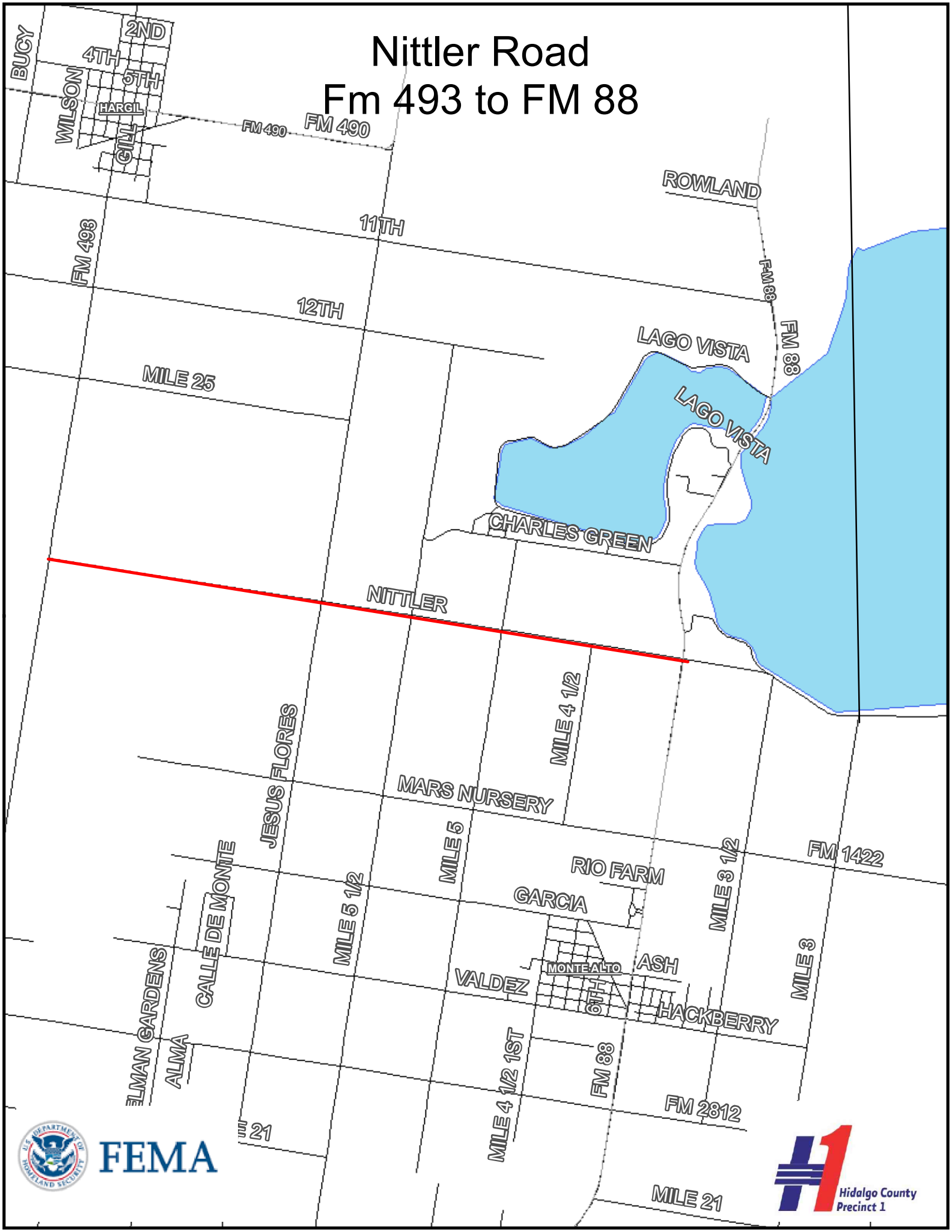

Nittler Road
Fm 493 to FM 88
BUCY
2ND
4TH
5TH
WILSON
HARGIL
GILL
FM 490
FM 490
ROWLAND
11TH
FM 493
12TH
FM 88
LAGO VISTA
FM 88
MILE 25
LAGO VISTA
CHARLES GREEN
NITTLER
MILE 4 1/2
JESUS FLORES
MARS NURSERY
MILE 5
FM 1422
RIO FARM
MILE 3 1/2
CALLE DE MONTE
MILE 5 1/2
GARCIA
MONTE ALTO
ASH
MILE 3
VALDEZ
16TH
HACKBERRY
ELMAN GARDENS
ALMA
MILE 4 1/2 1ST
FM 88
FM 2812
21
MILE 21
FEMA
Hidalgo County
Precinct 1

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

NITTLER RD. HIDALGO COUNTY PCT. 1

The **Engineer** shall provide the following engineering services required for the preparation of the plans, specifications and estimates (PS&E) for **Nittler Road Improvements from FM 493 to FM 88 in Hidalgo County Precinct Number One**. The **Engineer** shall maintain a direct line of communication and coordinate very closely with the Hidalgo County Pct 1.

A. BASIC ENGINEERING DESIGN SERVICES

ROADWAY DESIGN CONTROLS

1. Develop Typical Sections – No pavement design will be completed as part of the scope of work. Pavement section will be based on directive from Hidalgo County Pct No. 1.
2. Prepare plan and profile sheets as required for reconstruction.
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FIELD SURVEYING

2. Topographic survey of entire project length including:
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   b) Topography shall include any existing drainage crossings.
   c) Include flow lines, size and direction of drainage channels/structures

d) Include utilities
e) Perform one-call (Dig Tess) and identify and locate utilities (within limits of R.O.W.) as flagged/marked by utility companies
f) Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains
g) Establish x, y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others. Surveyor to survey nearest manhole/valve invert outside project limits.
h) Establish 2 benchmarks for project control.

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10. Construction staking
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12. Development of specifications.
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14. Design of new drainage outfalls (design to tie into existing outfalls)
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    b) Wetlands
    c) Endangered species
    d) Historic/archaeological/cultural
    e) Assist in developing a public involvement plan.
16. Coordination with regulatory agencies
17. Advertisement and award of construction contract
18. Geotechnical Services:
    a) Pavement section design or testing prior to PS&E development
    b) Material testing during construction
19. Perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.
20. Construction Management:
    a) Construction Inspection
    b) Construction Staking
    c) R.O.W. Staking

Additional Services to be negotiated by Supplemental Agreement.

EXHIBIT C

-WORK SCHEDULE

ATTACHMENT "C"

Work Schedule

NITTLER AND MILE 9 RD. - Hidalgo County Pct. No. 1

Task	Months from Notice to Proceed				
	1	2	3	4	5
FIELD SURVEY					
ROADWAY DESIGN CONTROLS					
MISCELLANEOUS (ROADWAY)					
SIGNING, PAVEMENT AND SIGNALIZATION					
CONSTRUCTION SUPPORT					

EXHIBIT D

-ENGINEER'S CONTRACT RATES

Nittler/Mile 9
Exhibt D

Engineer's Contract Rate Schedule

LABOR

JOB DESCRIPTION	CONTRACT RATE
Engineering	
Sr. Project Manager	$240.00
Project Manager	$198.00
Sr. Engineer	$172.00
Project Engineer	$153.00
Engineer	$117.00
Sr. Engineer Designer	$132.00
Engineering Designer	$115.00
CADD Operator	$108.00
Secretary	$66.00

DIRECT EXPENSES:***

Mileage	$ Current GSA Travel Rate/Mi.
Car Rental	$ At Cost
Lodging (in state)	$ Current GSA Per Diem Rate
Meals	$ Current GSA Per Diem Rate
Air Travel	at cost
Overnight Carrier cost	$40/letter
GPS Equipment	$500/day
Copies (8 ½ x 11)	$0.10/ea
Color Copies (8 ½ x 11)	$1.00/ea
Copies (11 x 17)	$0.20/ea
Color Copies (11 x 17)	$2.00/ea
Mylar (11 x 17) Plots	$3.50/ea
Color Mylar (11 x 17) Plots	$7.00/ea
Bond Plots	$1.00/sq. ft.
Color Bond Plots	$2.50/sq. ft.
Mylar Plots	$2.50/sq. ft.
Color Mylar Plots	$5.00/sq. ft.
Photo Quality Color Plots	$12.00/sq. ft.

These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation. At the rates authorized by Hidalgo County for County Official

EXHIBIT E
-WORK AUTHORIZATION

HIDALGO COUNTY
Professional Engineering Services
Agreement# C-16-165-07-06

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide_____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and Confirmation by Hidalgo County Precinct No.1, Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. ___.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (cc approval date) _____ as indicated below and effective as of _____ day of _____, 201____.

THE ENGINEER:
TEDSI Infrastructure Group, Inc.

_____
By: Jessie Salinas, Chief Executive Officer

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT F
-SUPPLEMENTAL AGREEMENT FORM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **_____,** Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ **20**___ concerning Engineering for_____ hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-CERTIFICATE OF INSURANCE (HIDALGO COUNTY)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/12/2016

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
Higginbotham Insurance Agency, Inc.
11700 Katy Freeway
Suite 1100
Houston TX 77079

CONTACT NAME: Vicki Mayo
PHONE (A/C, No, Ext): 713-952-9990 **FAX (A/C, No):** 713-952-9939
E-MAIL ADDRESS: vmayo@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : American Casualty Co of Reading PA	20427
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED TEDSI
TEDSI Infrastructure Group, Inc.
1201 East Expressway 83
Mission TX 78572

COVERAGES **CERTIFICATE NUMBER:** 1416580223 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			B1075066054	9/11/2015	9/11/2016	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 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			B2097261054	9/11/2015	9/11/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			B2090503299	9/11/2015	9/11/2016	EACH OCCURRENCE AGGREGATE 	$2,000,000 $2,000,000 $
A	**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			WC268980107	9/11/2015	9/11/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Professional Liability			AEH113771047	9/11/2015	9/11/2016	Each Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability includes a blanker waiver of subrogation where required by written contract; the person or organization for whom the Named Insured does work is an additional insured for liability resulting from such work if required by written contract or written agreement; the coverage provided to the Additional Insured is extended to products and completed operations if required by written contract or agreement; any person or organization from whom the Named Insured leases equipment is an Additional Insured but only with respects to liability arising out of the operation or use of the leased equipment and only if required by a written lease agreement; this insurance is to be considered Primary and Non-Contributory if specifically required by a written contract or a written agreement.
See Attached...

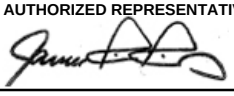
CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Business Highway 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: TEDSI

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	TEDSI Infrastructure Group, Inc. 1201 East Expressway 83 Mission TX 78572
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

It is hereby agreed that all Loss Payees are included as their interest may appear with regards to Covered Property in which a loss payee, creditor or lender holds an interest per a written contract or agreement with the Named Insured. A thirty (30) day notice of cancellation will be provided to the Loss Payee except ten (10) days for non-payment of premium; written notice will be provided to the Loss Payee at least ten (10) days before the expiration date of the policy.

A Blanket Waiver of Subrogation is included for Workers' Compensation for any person or organization for which the Named Insured has agreed by written contract to furnish this waiver for all Texas operations. A thirty (30) day written notice of cancellation will be provided to all certificate holders as per schedule on file with company - except ten (10) days for non-payment of premium as per Workers' Compensation Policy.

Business Automobile Liability Coverage is extended to liability assumed in an "insured contract" executed prior to a 'claim'; coverage is primary for automobile liability assumed under an “insured contract". Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation), a blanket waiver of subrogation is included if required per a written contract or agreement.

Per Commercial Umbrella Plus Coverage Part, Commercial Umbrella applies excess of “scheduled underlying insurance” for: contractual liability assumed in a contract or agreement that is an “insured contract” executed prior to a claim and owned, “hired” or “nonowned” automobile liability to the extent that coverage is provided by “scheduled underlying insurance”. This policy applies excess of any blanket additional insured endorsement attached to the general liability “scheduled underlying insurance” per a written contract or agreement.

A Waiver of Subrogation is included for Professional Liability if required per a written agreement issued prior to a Claim or Circumstance.

Reference: Contract Number: C-16-165-05-24

Certificate Holder is listed as Additional Insured as required by written contract. 30 Day Notice of Cancellation to Certificate Holder as required by written contract.

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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:
2016-73774

Date Filed:
06/21/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
TEDSI Infrastructure Group, Inc.
Mission, 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 Precinct No. 1

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 services, goods, or other property to be provided under the contract.
Contract#: C-16-165-07-05
WA No. 1 Nittler & WA No. 2 Mile 9 Road - Plans, Specifications and Estimates (PS&E)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Salinas, Jesus	Mission, TX United States	X	
Lupher, Mark	Houston, TX United States	X	
Morris, Jr., Jules	Houston, TX United States	X	
Stong, Craig	Mission, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

NOTARY PUBLIC STATE OF TEXAS
CLAUDIA M GARZA
My Commission Expires
February 27, 2018

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 Jesus Salinas, this the 21 day of June, 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
	Claudia M. Garza	Notary Public

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:
2016-73774

Date Filed:
06/21/2016

Date Acknowledged:
06/30/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TEDSI Infrastructure Group, Inc.
Mission, 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 Precinct No. 1

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 services, goods, or other property to be provided under the contract.

Contract#: C-16-165-07-05
WA No. 1 Nittler & WA No. 2 Mile 9 Road - Plans, Specifications and Estimates (PS&E)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Salinas, Jesus	Mission, TX United States	X	
Lupher, Mark	Houston, TX United States	X	
Morris, Jr., Jules	Houston, TX United States	X	
Stong, Craig	Mission, 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

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Correction Required to HB1295-C-16-165-07-05 -(Nittler and Mile 9 Road) Pct 1

From : Craig Stong <CStong@tedsi.com>
Subject : RE: Correction Required to HB1295-C-16-165-07-05 -(Nittler and Mile
To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>
Cc : Jesse Salinas <JSalinas@tedsi.com>, Mark Corbitt <MCorbitt@tedsi.c

Ms. Saenz,

I can confirm that TEDSI Infrastructure Group, Inc. does not own any vehicles.

Thanks

Craig F. Stong, P.E.
TEDSI Infrastructure Group
1201 E. Expressway 83
Mission, Texas 78572
Work: (956) 424-7898
Fax: (956) 424-7022
Cell: (956) 222-6167

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, June 21, 2016 8:47 AM
To: Craig Stong
Cc: Jesse Salinas; Mark Corbitt; Raul Lozano; Katia Garcia; Maria D. Gutierrez; Martha Salazar
Subject: Re: Correction Required to HB1295-C-16-165-07-05 -(Nittler and Mile 9 Road) Pct 1
Importance: High

Good morning, Mr. Stong-

Pursuant to Legal Counsel's review of the revised agreement, he has raised a concern with the auto insurance only covering non-owned and hired autos

Thank you.

Leticia H. Saenz, CPPB / Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Craig Stong" <CStong@tedsi.com>
Cc: "Jesse Salinas" <JSalinas@tedsi.com>, "Mark Corbitt" <MCorbitt@tedsi.com>, "Raul Lozano" <raul.lozano@co.hidalgo.tx.us>, "Katia Gar
Sent: Monday, June 20, 2016 5:57:40 PM
Subject: Re: Correction Required to HB1295-C-16-165-07-05 -(Nittler and Mile 9 Road) Pct 1

Mr. Stong-

In addition, we require that you please submit your **"revised" WA1 & WA2** for the **[Nittler & Mile 9 Projects]** to reflect the correct con

Thank you again for your prompt attention and cooperation.

Respectfully,

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve-Prof Svcs Agreement#C-16-165-07-05-TEDSI-Pct 2 (Nittler & Mi 9)

From : Steve Crain <scrain@atlashall.com> Tue, Jun 21, 2016 10:23 AM
Subject : RE: Review & Approve-Prof Svcs Agreement#C-16-165-07-05-TEDSI-Pct 2 (Nittler & Mi 9) 1 attachment
To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Put the email with the contract documents and you can proceed.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, June 21, 2016 9:15 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>
Subject: Re: Review & Approve-Prof Svcs Agreement#C-16-165-07-05-TEDSI-Pct 2 (Nittler & Mi 9)

Good morning, Mr. Crain-

Will Mr. Stong's email confirm your concern with the insurance (see attached).

Please advise if this agreement with TEDSI is good to go.

Thanks.

Leticia H. Saenz, CPPB / Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Tuesday, June 21, 2016 7:45:24 AM
Subject: RE: Review & Approve-Prof Svcs Agreement#C-16-165-07-05-TEDSI-Pct 2 (Nittler & Mi 9)

The auto insurance only covers non-owned and hired autos. Please confirm the company owns no autos.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, June 20, 2016 5:47 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Martha Salazar <martha.salazar@co.hidalgo.tx.us>; Raul Lozano <raul.lozano@co.hidalgo.tx.us>; Katia Garcia <katia.garcia@co.hidalgo.tx.us>
Subject: Re: Review & Approve-Prof Svcs Agreement#C-16-165-07-05-TEDSI-Pct 2 (Nittler & Mi 9)

Good afternoon, Mr. Crain-

Please review and approve as to form professional services agreement # **C-16-165-07-05** with **TEDSI** for (job specific) projects: **"Nittler Road from Hwy. 88 to FM 493 and Mile 9 North from FM 491 to Mile 3 East"** located within Hidalgo County Precinct No. 1.

***Note: will be placing on the next CC agenda (07/05/16) for final approval.**

Please advise.

Respectfully,

Leticia H. Saenz, CPPB / Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539

HIDALGO COUNTY

Professional Engineering Services
Contract # C-16-165-07-06
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **TEDSI INFRASTRUCTURE GROUP, INC.**, professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to **provide engineering services required for the preparation of plans, specifications and estimates (PS&E) for: Nittler Road Improvements from FM493 to FM 88 in Hidalgo County Pct. 1.**

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 **$ 115,748.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Articles**/Part/Section **5, 6 & 7** of the Agreement.

PART 4. FUNDING

This **Work Authorization No. 1** shall be funded through funding source:
Account No**.** **Various Account #s (refer to Budget Impact)**
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 project completion as indicated in the "Exhibit C Preliminary 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.1**, as to the content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY PRECINCT No. 1:

BY: _____
A.C. Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on____ _____ as indicated below and effective as of _____ day of _____, 201 6.

THE ENGINEER:
TEDSI Infrastructure Group, Inc.

By:_____
Jessie Salinas, Chief Executive Officer

THE OWNER:
HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) Provide Engineer with Geotechnical Data for pavement design and thickness.

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

NITTLER RD. HIDALGO COUNTY PCT. 1

The **Engineer** shall provide the following engineering services required for the preparation of the plans, specifications and estimates (PS&E) for **Nittler Road Improvements from FM 493 to FM 88 in Hidalgo County Precinct Number One**. The **Engineer** shall maintain a direct line of communication and coordinate very closely with the Hidalgo County Pct 1.

A. BASIC ENGINEERING DESIGN SERVICES

ROADWAY DESIGN CONTROLS

1. Develop Typical Sections – No pavement design will be completed as part of the scope of work. Pavement section will be based on directive from Hidalgo County Pct No. 1.
2. Prepare plan and profile sheets as required for reconstruction.
3. Develop plan and profiles for inclusion in sheets.
4. Determine roadway quantities and prepare quantity summary sheet.

MISCELLANEOUS (ROADWAY)

1. Develop Miscellaneous Roadway Details.
2. Prepare Title Sheet and Index sheets.
3. Calculate project quantities and prepare quantity summary sheet.
4. Prepare general notes.
5. Prepare list of Standard Drawings to be included in the plans.
6. Upon completion of the review of the final plans by Hidalgo County Pct. No. 1, the ENGINEER shall assemble and furnish signed original (11" x 17") drawings which shall include all applicable standards. The Engineer may sign/seal plans manually or include an electronic signature/seal.
7. Coordinate with Pct 1 and other agencies as necessary.

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION

1. Signing and Pavement Markings are to be shown on roadway P&P sheets as necessary

CONSTRUCTION SUPPORT

1. Prepare Bid Documents
2. Attend and Coordinate Pre-bid Conference
3. Evaluate Bids
4. Make Award Recommendation
5. Assist County with preparation of Contract Documents.
6. Attend Pre-construction Conference upon request by County.
7. Respond to Request for Information (RFI) from Contractor
8. Review Pay Requests
9. Preparation of Change Orders
10. Final Site Visit
11. Record Drawings

B. FIELD DESIGN SURVEY SERVICES

FIELD SURVEYING

2. Topographic survey of entire project length including:
   a) Topography of existing roadway and ditch within existing apparent ROW.
   b) Topography shall include any existing drainage crossings.
   c) Include flow lines, size and direction of drainage channels/structures

d) Include utilities
e) Perform one-call (Dig Tess) and identify and locate utilities (within limits of R.O.W.) as flagged/marked by utility companies
f) Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains
g) Establish x, y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others. Surveyor to survey nearest manhole/valve invert outside project limits.
h) Establish 2 benchmarks for project control.

C. ADDITIONAL SERVICES NOT INCLUDED AS PART OF THIS PROJECT

1. Drainage Design – (As part of the FEMA application reconstruction driveways were not included in the project and therefore drainage improvements will not be part of this contract). Drainage improvements are limited to cleaning and grading of the existing roadside ditches.
2. Utility Design/Coordination and/or location of utilities by survey or other measures (Utilities will not be located for this project because construction activities are exempt from locating requirements because excavation for the project will not exceed 16in as stated in TAC Title 16 Part 1 Rule§18.1 and Utilities Code Title 5, Chapter 251).
3. SW3P (Storm Water Pollution Prevention Plan) – To be provided by the Contractor
4. TCP (Traffic Control Plan) – To be provided by the Contractor
5. ROW Survey and Acquisition Services
6. Traffic Studies
7. No separate sign, pavement marking, sign details or summaries will be prepared.
8. Signalization
9. Design of irrigation ditches and lines
10. Construction staking
11. Right of Way recovery and or documents.
12. Development of specifications.
13. Submittal of documents to other agencies: Pct 1 to submit required documents (prepared by TEDSI)
14. Design of new drainage outfalls (design to tie into existing outfalls)
15. All Environmental Services and Site Assessment and necessary permits in regards to:
    a) Impacts
    b) Wetlands
    c) Endangered species
    d) Historic/archaeological/cultural
    e) Assist in developing a public involvement plan.
16. Coordination with regulatory agencies
17. Advertisement and award of construction contract
18. Geotechnical Services:
    a) Pavement section design or testing prior to PS&E development
    b) Material testing during construction
19. Perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.
20. Construction Management:
    a) Construction Inspection
    b) Construction Staking
    c) R.O.W. Staking

Additional Services to be negotiated by Supplemental Agreement.

EXHIBIT "C"
Work Schedule

NITTLER Rd. - Hidalgo County Pct. No. 1

Task	Months from Notice to Proceed				
	1	2	3	4	5
FIELD SURVEY					
ROADWAY DESIGN CONTROLS					
MISCELLANEOUS (ROADWAY)					
SIGNING, PAVEMENT AND SIGNALIZATION					
CONSTRUCTION SUPPORT					

TEDSI INFRASTRUCTURE GROUP, INC

EXHIBIT D
NITTLER ROADWAY RECONSTRUCTION
HIDALGO COUNTY PCT. 1

TASK DESCRIPTION	Sr. Project Manager	Project Manager	Senior Engineer	Project Engineer	Engineer	Sr. Design Engineer	Engineering Designer	CADD Operator	Secretary	Total Labor Hrs.	Fee
ROADWAY DESIGN CONTROLS											
1. Develop Typical Sections	2.5	3.3	0.8	6.6	0.8	8.3	13.2	9.9	3.3	49	$ 6,395
2. Prepare plan and profile sheets as required for reconstruction.	6.6	11.6	1.7	19.9	3.3	22.3	33.1	27.3	5	131	$ 17,633
3. Develop plan and profiles for inclusion in sheets.	2.5	4.1	0.8	6.6	0.8	6.6	11.6	9.1	1.7	44	$ 5,953
4. Determine roadway quantities and prepare quantity summary sheet.	3.3	5	0.8	8.3	0.8	8.9	14.9	12.4	3.3	59	$ 7,860
MISCELLANEOUS (ROADWAY)											
1. Develop Miscellaneous Roadway Details.	1.7	3.3	0.8	5	0.8	5	8.3	6.6	0.8	32	$ 4,438
2. Prepare Title Sheet and Index sheets.	0.8	0.8	0.8	3.3	0.8	3.3	5	3.3	0.8	19	$ 2,506
3. Calculate project quantities and prepare quantity summary sheet.	2.5	3.3	0.8	5.8	0.8	6.6	9.9	8.3	1.7	40	$ 5,390
4. Prepare general notes.	1.7	3.3	0.8	5	0.8	5.8	9.1	6.6	1.7	35	$ 4,695
6. Prepare list of Standard Drawings to be included in the plans.	0.8	2.5	0.8	3.3	0.8	5	5.8	5	0.8	25	$ 3,343
7. Upon completion of the review of the final plans by Hidalgo County Pct. No. 1, the ENGINEER shall assemble and furnish signed original (11" x 17")	0.8	0.8	0	0.8	0	0.8	2.5	1.7	0.8	8	$ 1,102
8. Coordinate with Pct 1 and other agencies as necessary.	0.8	0.8	0	0.8	0	0.8	0.8	0.8	0	5	$ 757
SIGNING, PAVEMENT AND SIGNALIZATION											
1. Signing, Pavement & Signalization	3.3	5	0.8	9.9	0.8	11.6	15.7	14.1	3.3	65	$ 8,605
CONSTRUCTION SUPPORT											
1. Prepare Bid Documents	0.8	0.8	0	1.7	0.8	1.7	3.3	2.5	0.8	12	$ 1,631
2. Attend and Coordinate Pre-bid Conference	0.8	0.8	0	0.8	0	0.8	1.7	0.8	0.8	7	$ 913
3. Evaluate Bids	0.8	0.8	0	0.8	0	1.7	2.5	1.7	0.8	9	$ 1,221
4. Make Award Recommendation	0.8	0.8	0	0.8	0	0.8	0.8	0.8	0.8	6	$ 810
5. Assist County with preparation of Contract Documents.	0.8	0.8	0	2.5	0.8	3.3	3.3	3.3	0.8	16	$ 2,051
6. Attend Pre-construction Conference upon request by County.	0.8	0.8	0	0.8	0	0.8	2.5	1.7	0.8	8	$ 1,102
7. Respond to Request for Information (RFI) from Contractor	0.8	2.5	0.8	4.1	0.8	5	6.6	5	0.8	26	$ 3,557
8. Review Pay Requests	0.8	3.3	0.8	5	0.8	5	7.4	5.8	0.8	30	$ 4,032
9. Preparation of Change Orders	0	0.8	0	0.8	0	0.8	0.8	0.8	0	4	$ 565
10. Final Site Visit	0.8	0.8	0	0.8	0	0.8	1.7	0.8	0.8	7	$ 913
11. Record Drawings	0.8	0.8	0	1.7	1.7	0.8	1.7	0	2.5	10	$ 1,276
SPECIAL SERVICES											
FIELD SURVEYING											$ 29,000
HOURS TOTAL	35	57	11	95	15	108	162	128	33	644	
LABOR RATE PER HOUR	$ 240.00	$ 198.00	$ 172.00	$ 153.00	$ 117.00	$ 132.00	$ 115.00	$ 108.00	$ 66.00		
TOTAL DIRECT LABOR COSTS	$ 8,472	$ 11,246	$ 1,806	$ 14,550	$ 1,802	$ 14,190	$ 18,653	$ 13,856	$ 2,171	$ 86,747	
TOTAL DIRECT LABOR COST											$ 115,748

HIDALGO COUNTY

Professional Engineering Services
Contract # C-16-165-07-06
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **TEDSI INFRASTRUCTURE GROUP, INC.**, professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to **provide engineering services required for the preparation of plans, specifications and estimates (PS&E) for: Mile 9 Road Improvements from Mile 1 East to Mile 3 East in Hidalgo County Pct. 1.**

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 **$ 63,849.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Articles**/Part/Section **5, 6 & 7** of the Agreement.

PART 4. FUNDING

This **Work Authorization No. 2** shall be funded through funding source:
Account No**.** **Various Account #s (refer to Budget Impact)**
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 project completion as indicated in the "Exhibit C Preliminary 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.1**, as to the content and detail of this **Work Authorization No. 2.**

HIDALGO COUNTY PRECINCT No. 1:

By: _____
A.C. Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on____ _____ as indicated below and effective as of _____ day of _____, 201 6.

THE ENGINEER:
TEDSI Infrastructure Group, Inc.

By:_____
Jessie Salinas, Chief Executive Officer

THE OWNER:
HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) Provide Engineer with Geotechnical Data for pavement design and thickness.

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

MILE 9 RD. HIDALGO COUNTY PCT. 1

The **Engineer** shall provide the following engineering services required for the preparation of the plans, specifications and estimates (PS&E) for **Mile 9 Road Improvements from Mile 1 East to Mile 3 East in Hidalgo County Precinct Number One**. The **Engineer** shall maintain a direct line of communication and coordinate very closely with the Hidalgo County Pct 1.

A. BASIC ENGINEERING DESIGN SERVICES

ROADWAY DESIGN CONTROLS

1. Develop Typical Sections – No pavement design will be completed as part of the scope of work. Pavement section will be based on directive from Hidalgo County Pct No. 1.
2. Prepare plan and profile sheets as required for reconstruction.
3. Develop plan and profiles for inclusion in sheets.
4. Determine roadway quantities and prepare quantity summary sheet.

MISCELLANEOUS (ROADWAY)

1. Develop Miscellaneous Roadway Details.
2. Prepare Title Sheet and Index sheets.
3. Calculate project quantities and prepare quantity summary sheet.
4. Prepare general notes.
5. Prepare list of Standard Drawings to be included in the plans.
6. Upon completion of the review of the final plans by Hidalgo County Pct. No. 1, the ENGINEER shall assemble and furnish signed original (11" x 17") drawings which shall include all applicable standards. The Engineer may sign/seal plans manually or include an electronic signature/seal.
7. Coordinate with Pct 1 and other agencies as necessary.

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION

1. Signing and Pavement Markings are to be shown on roadway P&P sheets as necessary

CONSTRUCTION SUPPORT

1. Prepare Bid Documents
2. Attend and Coordinate Pre-bid Conference
3. Evaluate Bids
4. Make Award Recommendation
5. Assist County with preparation of Contract Documents.
6. Attend Pre-construction Conference upon request by County.
7. Respond to Request for Information (RFI) from Contractor
8. Review Pay Requests
9. Preparation of Change Orders
10. Final Site Visit
11. Record Drawings

B. FIELD DESIGN SURVEY SERVICES

FIELD SURVEYING

2. Topographic survey of entire project length including:
   a) Topography of existing roadway and ditch within existing apparent ROW.
   b) Topography shall include any existing drainage crossings.
   c) Include flow lines, size and direction of drainage channels/structures

d) Include utilities
e) Perform one-call (Dig Tess) and identify and locate utilities (within limits of R.O.W.) as flagged/marked by utility companies
f) Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains
g) Establish x, y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others. Surveyor to survey nearest manhole/valve invert outside project limits.
h) Establish 2 benchmarks for project control.

C. ADDITIONAL SERVICES NOT INCLUDED AS PART OF THIS PROJECT

1. Drainage Design – (As part of the FEMA application reconstruction driveways were not included in the project and therefore drainage improvements will not be part of this contract). Drainage improvements are limited to cleaning and grading of the existing roadside ditches.
2. Utility Design/Coordination and/or location of utilities by survey or other measures (Utilities will not be located for this project because construction activities are exempt from locating requirements because excavation for the project will not exceed 16in as stated in TAC Title 16 Part 1 Rule§18.1 and Utilities Code Title 5, Chapter 251).
3. SW3P (Storm Water Pollution Prevention Plan) – To be provided by the Contractor
4. TCP (Traffic Control Plan) – To be provided by the Contractor
5. ROW Survey and Acquisition Services
6. Traffic Studies
7. No separate sign, pavement marking, sign details or summaries will be prepared.
8. Signalization
9. Design of irrigation ditches and lines
10. Construction staking
11. Right of Way recovery and or documents.
12. Development of specifications.
13. Submittal of documents to other agencies: Pct 1 to submit required documents (prepared by TEDSI)
14. Design of new drainage outfalls (design to tie into existing outfalls)
15. All Environmental Services and Site Assessment and necessary permits in regards to:
    a) Impacts
    b) Wetlands
    c) Endangered species
    d) Historic/archaeological/cultural
    e) Assist in developing a public involvement plan.
16. Coordination with regulatory agencies
17. Advertisement and award of construction contract
18. Geotechnical Services:
    a) Pavement section design or testing prior to PS&E development
    b) Material testing during construction
19. Perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.
20. Construction Management:
    a) Construction Inspection
    b) Construction Staking
    c) R.O.W. Staking

Additional Services to be negotiated by Supplemental Agreement.

EXHIBIT "C"
Work Schedule

MILE 9 RD. - Hidalgo County Pct. No. 1

Task	Months from Notice to Proceed				
	1	2	3	4	5
FIELD SURVEY					
ROADWAY DESIGN CONTROLS					
MISCELLANEOUS (ROADWAY)					
SIGNING, PAVEMENT AND SIGNALIZATION					
CONSTRUCTION SUPPORT					

TEDSI INFRASTRUCTURE GROUP, INC

EXHIBIT D
MILE 9 ROADWAY RECONSTRUCTION
HIDALGO COUNTY PCT. 1

TASK DESCRIPTION	Sr. Project Manager	Project Manager	Senior Engineer	Project Engineer	Engineer	Sr. Design Engineer	Engineering Designer	CADD Operator	Secretary	Total Labor Hrs.	Fee
ROADWAY DESIGN CONTROLS											
1. Develop Typical Sections	0.8	1.6	0.8	3.2	0.8	3.2	6.4	6.4	0	23	$ 3,079
2. Prepare plan and profile sheets as required for reconstruction.	0.8	3.2	0	5.6	1.6	12	17.6	17.6	3.2	82	$ 7,590
3. Develop plan and profiles for inclusion in sheets	1.6	2.4	0.8	4	0.8	4.8	5.6	4.8	0.8	26	$ 3,551
4. Determine roadway quantities and prepare quantity summary sheet.	1.6	3.2	0.8	4.8	0.8	4.8	8	7.2	1.6	33	$ 4,420
MISCELLANEOUS (ROADWAY)											
1. Develop Miscellaneous Roadway Details.	0.8	1.6	0.8	3.2	0.8	3.2	4.8	4	0.8	20	$ 2,689
2. Prepare Title Sheet and Index sheets.	0.8	0.8	0	1.6	0.8	1.6	2.4	2.4	0.8	11	$ 1,488
3. Calculate project quantities and prepare quantity summary sheet.	0.8	2.4	0.8	3.2	0.8	4	5.6	4.8	0.8	23	$ 3,131
4. Prepare general notes.	0.8	1.6	0.8	3.2	0.8	3.2	4.8	4.8	0.8	21	$ 2,775
8. Prepare list of Standard Drawings to be included in the plans.	0.8	1.6	0.8	2.4	0.8	2.4	3.2	3.2	0.8	16	$ 2,190
7. Upon completion of the review of the final plans by Hidalgo County Pct. No. 1, the ENGINEER shall assemble and furnish signed original (11" x 17")	0.8	0.8	0	0.8	0	0.8	1.6	0.8	0	6	$ 849
8. Coordinate with Pct 1 and other agencies as necessary.	0	0.8	0	0.8	0	0.8	0.8	0.8	0	4	$ 565
SIGNING, PAVEMENT AND SIGNALIZATION											
1. Signing, Pavement & Signalization	0.8	3.2	0.8	4.8	0.8	5.6	8.8	8	1.6	34	$ 4,512
CONSTRUCTION SUPPORT											
1. Prepare Bid Documents	0.8	0.8	0	0.8	0	0.8	1.6	1.6	0.8	7	$ 988
2. Attend and Coordinate Pre-bid Conference	0	0.8	0	0.8	0	0.8	0.8	0.8	0	4	$ 565
3. Evaluate Bids	0.8	0.8	0	0.8	0	0.8	1.6	1.6	0.8	7	$ 988
4. Make Award Recommendation	0	0.8	0	0.8	0	0.8	0.8	0.8	0	4	$ 565
5. Assist County with preparation of Contract Documents	0.8	0.8	0	1.6	0	1.6	2.4	1.6	0.8	10	$ 1,308
6. Attend Pre-construction Conference upon request by County.	0.8	0.8	0	0.8	0	0.8	1.6	0.8	0	6	$ 849
7. Respond to Request for Information (RFI) from Contractor	0.8	1.6	0.8	2.4	0.8	2.4	4	3.2	0.8	17	$ 2,282
8. Review Pay Requests	0.8	1.6	0.8	2.4	0.8	3.2	4.8	4	0.8	19	$ 2,566
9. Preparation of Change Orders	0	0	0	0.8	0	0.8	0.8	0.8	0	3	$ 406
10. Final Site Visit	0	0.8	0	0.8	0	0.8	0.8	0.8	0	4	$ 565
11. Record Drawings	0	0	0.8	0	0	3.2	3.2	0	0	7	$ 928
SPECIAL SERVICES											
FIELD SURVEYING											$ 15,000
HOURS TOTAL	15	32	9	50	10	62	92	61	15	366	
LABOR RATE PER HOUR	$ 240.00	$ 198.00	$ 172.00	$ 153.00	$ 117.00	$ 132.00	$ 115.00	$ 108.00	$ 66.00		
TOTAL DIRECT LABOR COSTS	$ 3,648	$ 6,336	$ 1,514	$ 7,589	$ 1,217	$ 8,237	$ 10,580	$ 8,726	$ 1,003	$ 48,850	
TOTAL DIRECT LABOR COST											$ 63,849

6/13/2016

AI-55281

Purchasing Department 18.
B. 2.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Pursuant Article 14 of Contract C-16-164-04-26 between HC [Pct. #1] and Aranda & Associates as project engineer, a request for approval to permit the subcontracting of SAMES, Engineering for the provision of sub-consulting service in connection to Work Authorizations 1 and 2 [to include any future WAs for the following projects; A) Mile 14.5 N. (Mile 6 West) and B) Mile 11 North from 1015 to Mile 1 West.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1345-431-00--121-214-0-721
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO #743893-Mile 11 from FM 1015 to Mile 1 W

FISCAL YEAR: 2016 ACCT. #: 6-1347-431-00-121-216-0-721
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO #743894- Mile 14 1/2 from Mile 4 to Mile 6

Attachments

AI-54317-4-26-16
WA-1
WA-2
Aranda Letter.pdf

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/01/2016 03:11 PM

Budget & Management	Veronica Ortiz	07/01/2016 03:36 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Yolanda Velasquez Started On: 07/01/2016 11:06 AM

Final Approval Date: 07/01/2016

APPROVED

AI-54317

Purchasing Department
19. B. 1.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Comm. Cuellar, COMM. PCT. #1

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: COMM. PCT. #1

Information

CAPTION

A. Acceptance and approval of the proposed Professional Engineering Contract #C-16-164-04-26 with Aranda & Associates, Inc. for "Roadway Reconstruction Projects-Mile 11 from FM 1015 to Mile 1W and Mile 14 ½ from Mile 4 to Mile 6" for Hidalgo County Precinct One, as approved by CC for negotiations on 04/05/16; and

B. Acceptance and approval of the following Work Authorizations No. 1 and 2 amid proposed Contract #C-16-164-04-26 and as pursuant to action to the aforementioned line item with Aranda & Associates, Inc. for the provision of professional engineering services for the "Roadway Reconstruction Projects-Mile 11 from FM 1015 to Mile 1W and Mile 14½ from Mile 4 to Mile 6" and as funding is being determined.

Work Authorization No. 1-Mile 11 from FM 1015 to Mile 1W: $161,155.00
Work Authorization No. 2-Mile 14½ from Mile 4 to Mile 6: $149,300.00

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1345-431-00-121-XXX-0-721
FUNDS AVAILABLE Y/N?:	Y/Pending	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Funding available pending CC approval of AI- 54344 & 54349

FISCAL YEAR:	2016	ACCT. #:	6-1347-431-00-121-XXX-0-721

FILED
AT 10:30 O'CLOCK A M
MAY 05 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

HIDALGO COUNTY
Professional Engineering Services
Contract # C-16-164-04-26
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Aranda & Associates, Inc., professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Professional Engineering Services for the Hidalgo County Roadway Reconstruction Project (Project) associated with the reconstruction of Mile 11 from FM 1015 to Mile 1 W.

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 **$ 161,155.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 5, 6, & 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 6-1345-431-00-121-214-0-721
Requisition Number 297289 **(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 project completion as indicated in the "Exhibit C-Preliminary 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 #1,** Commissioner A.C. Cuellar, Jr. as to content and detail of this **Work Authorization No.1**.

HIDALGO COUNTY PRECINCT #1 Commissioner A.C. Cuellar, Jr..

BY: _____

A.C. Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 04/26/16 as indicated below and effective as of 26th day of APRIL, 2016.

THE ENGINEER:
Aranda & Associates, Inc.

_____

By: James Aranda

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

APPROVED BY COMMISSIONERS' COURT ON: 4/26/16

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT "B"

Scope of Services to be Provide by Engineer

The following provides an outline of the services to be provided by Aranda & Associates, Inc. (Engineer) in the development of Project, below identified specifically.

Aranda & Associates, Inc. shall ultimately provide Professional Engineering Services for the Hidalgo County Roadway Reconstruction Project (Project) associated with the reconstruction of Mile 11 from FM 1015 to Mile 1 W. The services included to be furnished under this proposal are identified in detail below as individual tasks (this list is not intended to be comprehensive):

PROFESSIONAL ENGINEERING SERVICES

- Collection of field data necessary for design,
- Horizontal data collection of identified utilities thru Texas One Call,
- Horizontal & Vertical data collection of identified utilities,
- Collection of property and easement corners identified along the project limits
- Development of civil plans - cross section pavement design, specifications and cost estimates,
- Plan Sheets (11x17in) will be provided with the plan and profile view, standard civil details and TxDOT standards,
- Sign & Seal construction drawings, specification, & estimate,
- Coordination with City of Weslaco/Hidalgo County, if required,
- Coordination with TxDOT for Driveway Permit, if required,
- Coordination with local utility companies, if required,
- Attend all necessary meetings for Plan Design as required,
- Roadway pavement design will be based on the geotechnical report provided by the owner,
- Coordination of procurement and award of project,
- Produce project as-built record drawings
- Ensure contract compliance as per project plans and specifications,
- Review and process of contractor invoices,
- Review and respond to request for information,
- Manage field conflict resolutions,
- Periodic onsite field observations,
- Conduct final walk thru, punch-list, and close-out procedures.

ARANDA & ASSOCIATES, INC.
Land Surveying • Engineering • GIS
Right-Of-Way Services • LiDAR Scanning

1552 Dove Ave., McAllen, TX 78504 Ph:956.631.0944 Fax:956.631.0992 arandaj@arandaworld.com
TBPLS# 10022500 TBPE# F-14993

April 21, 2016

A.C. Cuellar
Precinct No. 1
Hidalgo County Commissioner
1902 Joe Stephens Ave, #303
Weslaco, Texas 78596

Re: Proposal
Mile 11 Roadway Improvements

Mr. Cuellar,

We are pleased to submit this Proposal as requested for Professional Services required by Hidalgo County for the Roadway Reconstruction along Mile 11 (FM 1015 to 1W).

Attached please find our proposal for Professional Engineering Services to be provided for the development and completion of the project intent.

Also enclosed herein are Exhibits "B" – Scope of Services, "C" – Work Schedule, and "D1" – Fee Schedule and Man-hour Breakdown for your review and consideration.

Should you have any questions or would like to discuss this submittal further, please do not hesitate to contact us.

Respectfully,

James Aranda, RPLS
Owner/President

EXHIBIT "C"

Work Schedule

The following provides an outline of the time schedule anticipated for each task required for the proposed Professional Services to be provided by Aranda & Associates, Inc. in the development of the Project.

PRELIMINARY DESIGN SERVICES: May 2, 2016 – May 15, 2016

FINAL DESIGN SERVICES: May 18, 2016 – June 27, 2016

BID & AWARD: July 10, 2016 – August 15, 2016

CONSTRUCTION: August 29, 2016 – November 28, 2016

EXHIBIT "D"

Hourly Rates

Principal	$150.00
Registered Professional Land Surveyor	$125.00
Project Engineer/Professional Engineer	$125.00
Right of Way Agent	$75.00
Design Engineer/Graduate Engineer	$70.00
CADD Manager/Tech III	$55.00
GIS Tech/ CADD Tech II	$50.00
CADD Tech I	$40.00
Resident Project Representative	$50.00
Clerical	$25.00
GPS Crew	$125.00
2-Man Survey Crew	$80.00
Party Chief	$40.00

EXHIBIT "D1"

Fee Schedule and Estimated Man-hour Breakdown

The following provides an outline of the anticipated fee schedule that will be followed as our services are completed.

Service Description	Fee Schedule Description	Fee
Engineering Design		**$ 161,155.00**
	30% Submittal	$48,346.50
	60% Submittal	$48,346.50
	100% Submittal	$48,346.50
	At Contract Award	$16,115.50

Total Lump Sum Amount - $161,155.00

EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN

HIDALGO COUNTY MILE 11

FROM FM 1015 TO MILE 1 W

FEE INCREASE JUSTIFICATION (CHECK BOX)
☐ **Project Limits Changed** - Original limits are from A to B and New limits are from A to C
☐ **New Location Added** - xyz is added as a new improvement location
☐ **Improvement Type Changed:** Resurfacing has changed to Reconstruction
☐ **Acquisition Services Added:**
☐

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	10560	10560	0.00%
# sites	1	1	0.00%
Eng Fee ($)	$161,155.00	$161,155.00	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
PROJECT CONTROLS													
Develop Project Scope			4			10							14
Internal Review			4			10							14
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCID 1)			16			12							28
Cost Estimate Preparation per Submittal (30%, 60%, 100%)			3			30							33
Monthly Invoicing			6			10						16	32
QUALITY CONTROL													
QA/QC Reviews 30% Submittal			2			24	4		8				38
QA/QC Reviews 60% Submittal			3			36	8		16				63
QA/QC Reviews 100% Submittal			3			36	8		8				55
Milestone Review Meetings with PMC (30%, 60%, Final)			3			36	4		8				51
ENGINEERING DESIGN													
Data Collection / Field Survey						2	40	40	80				162
Process Field Data						2	40	50	80				172
Review of geotechnical report			2			6	3						0
Develop Project Plans 30%						24	40	40	120				
Develop Project Plans 60%						36	50	120	220				426
Develop Project Plans 100%						36	50	85	150				321
Address Review Comments						24	40	50	120				234
Assemble Front End						4	24						28
Develop and Assemble Techincal Specifications						4	8						12
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders						4	8	6					18
Addressing Bid Questions						4	16						20
Prepare and Issue Addenda						4	16						20
Conduct Bid opening / Check and Tabulate Bids						2	12						14
Council Meeting for Contract Awards			4			2	1						7
Prepare Construction Award Documents						4	16						20
Pre-Construction Conference						4	8						12
Periodic Site Observations			6			12	24						42
Contractor Submittal Reviews						10	16						26
Contractor Pay Request Reviews						6	10						16
PROJECT CLOSE-OUT SERVICES													
Construction Closeout						8	16						24
Submit As-Built Plans						8	8	40	80				136
SUBTOTAL		0	56	0	0	410	470	431	890	0	0	16	2038
Loaded Hourly Rates			$ 150.00			$ 125.00	$ 70.00	$ 55.00	$ 50.00			$ 25.00	
Direct Labor			$ 8,400.00	$ -	$ -	$ 51,250.00	$ 32,900.00	$ 23,705.00	$ 44,500.00	$ -	$ -	$ 400.00	$ 161,155.00
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
TOTAL ESTIMATE		0	$ 8,400.00	$ -	$ -	$ 51,250.00	$ 32,900.00	$ 23,705.00	$ 44,500.00	$ -	$ -	$ 400.00	$ 161,155.00

ARAND-1 OP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2016

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 Anco Ins Services of Austin 3103 Bee Cave Road, Suite 242 Austin, TX 78746 Gina O'Hara	CONTACT NAME: Extension 6321 PHONE (A/C, No, Ext): 512-330-9836 FAX (A/C, No): 512-330-9856 E-MAIL ADDRESS: austincerts@anco.com
INSURED Aranda & Associates, Inc. James Aranda 1552 Dove Avenue McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : The Travelers Lloyds Ins. Co. 41262 INSURER B : Travelers Indemnity Co of Amer INSURER C : The Charter Oak Fire Ins. Co. 25615 INSURER D : Continental Casualty Co. 20443 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PACP6199P931COF	02/11/2016	02/11/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA6234P556GRP	02/11/2016	02/11/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			CUP6256P50042	02/11/2016	02/11/2017	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB3408T860	02/11/2016	02/11/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Errors & Omissions			LSH591889839	06/13/2015	06/13/2016	Per 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)

County of Hidalgo is an Additional Insured on all Commercial General Liability policies. 30 days notice of cancellation applies.

CERTIFICATE HOLDER

HIDAED2

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS. STE. 101
WESLACO. TEXAS 78599

PH:956.968.8733
FAX:956.969.1417

NOTICE TO PROCEED

To: James Aranda, President/CEO
Aranda & Associates, Inc.

From: Raul Lozano, Chief Administrator
Hidalgo County Precinct 1

Re: NOTICE TO PROCEED-Work Authorization No. 1- Mile 11 (FM1015 – Mile 1W)

Date: May 24, 2016

Please let this serve as a **FORMAL NOTICE** of the authorization to proceed with the scope of services as detailed under Work Authorization No. 1 in connection to Contract #C-16-164-04-26 with Hidalgo Precinct No. 1.

All work must be done in accordance with the work authorization. Any deviations must be approved in writing by the Engineer in conjunction with Precinct No. 1 Commissioner AC Cuellar. Work must commence pursuant upon issuance of this **NOTICE TO PROCEED**.

Should there be any questions regarding this notice, please do not hesitate to contact me at (956) 968-8733 extension 1022.

Thank You,

Raul Lozano

www.co.hidalgo.tx.us/pct1
ac.cuellar@co.hidalgo.tx.us

Purchase Order
COUNTY OF HIDALGO

PO# 743893

DATE: 05/20/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 420034 REQ: 00297289 CANCELLED: 04-25-17

PHONE: (956)631-0944

Fax: (956)631-0992 EMAIL: ARANDAJ@ARANDAWORLD.COM

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

ARANDA, JAMES
D/B/A ARANDA & ASSOCIATES, INC.
1552 DOVE AVE.
MCALLEN TX 78504

CONTACT: RLOZANO/DR (956)968-8733

SITE: COMMISSIONER, PRECINCT 1

CONTRACT NO: C-16-164-04-26

SPECIAL INSTRUCTIONS: RK34

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-16-164-04-26 EXP 12/31/2016		
		APPROVED BY CC4/22/16 AI-54317		
1.00	EACH	CC WORK AUTHORIZATION NO. 1 FOR PROFESSIONAL ENGINEERING SERVICES FOR MILE 11 FROM FM 1015 TO MILE 1 W ROAD RECONSTRUCTION PROJECT.	161,155.00	161,155.00
		TOTAL:		161,155.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		6-1345-431-00-121-214-0-721 161,155.00		

Authorized by: Martha L Salazar

HIDALGO COUNTY

Professional Engineering Services

Contract # C-16-164-04-26

Work Authorization Form

FILED
AT 10:30 O'CLOCK AM
MAY 05 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Aranda & Associates, Inc., professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide
Provide Professional Engineering Services for the Hidalgo County Roadway Reconstruction Project (Project) associated with the reconstruction of Mile 14 1/2 from Mile 4 to Mile 6.

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 **$ 149,300.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 5, 6, & 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. 6-1347-431-00-121-216-0-721
Requisition Number 297293 **(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 project completion as indicated in the "Exhibit C-Preliminary 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 #1,** Commissioner A.C. Cuellar, Jr. as to content and detail of this **Work Authorization No.2**.

HIDALGO COUNTY PRECINCT #1 Commissioner A.C. Cuellar, Jr..

BY: _____

A.C. Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 04/26/16 as indicated below and effective as of 26th day of APRIL, 2016.

THE ENGINEER:
Aranda & Associates, Inc.

_____

By: James Aranda

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS COURT
ON: 4/26/16

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT "B"

Scope of Services to be Provide by Engineer

The following provides an outline of the services to be provided by Aranda & Associates (Engineer) in the development of Project, below identified specifically.

Aranda & Associates shall ultimately provide Professional Engineering Services for the Hidalgo County Roadway Reconstruction Project (Project) associated with the reconstruction of Mile 14 1/2 from Mile 4 to Mile 6. The services included to be furnished under this proposal are identified in detail below as individual tasks (this list is not intended to be comprehensive):

PROFESSIONAL ENGINEERING SERVICES

- Collection of field data necessary for design,
- Horizontal data collection of identified utilities thru Texas One Call,
- Horizontal & Vertical data collection of identified utilities,
- Collection of property and easement corners identified along the project limits
- Development of civil plans - cross section pavement design, specifications and cost estimates,
- Plan Sheets (11x17in) will be provided with the plan and profile view, standard civil details and TxDOT standards,
- Sign & Seal construction drawings, specification, & estimate,
- Coordination with City of Weslaco/Hidalgo County, if required,
- Coordination with TxDOT for Driveway Permit, if required,
- Coordination with local utility companies, if required,
- Attend all necessary meetings for Plan Design as required,
- Roadway pavement design will be based on the geotechnical report provided by the owner,
- Coordination of procurement and award of project,
- Produce project as-built record drawings
- Ensure contract compliance as per project plans and specifications,
- Review and process of contractor invoices,
- Review and respond to request for information,
- Manage field conflict resolutions,
- Periodic onsite field observations,
- Conduct final walk thru, punch-list, and close-out procedures.

ARANDA & ASSOCIATES, INC.
Land Surveying • Engineering • GIS
Right-Of-Way Services • LiDAR Scanning

1552 Dove Ave., McAllen, TX 78504 Ph:956.631.0944 Fax:956.631.0992 arandaj@arandaworld.com
TBPLS# 10022500 TBPE# F-14993

April 21, 2016

A.C. Cuellar
Precinct No. 1
Hidalgo County Commissioner
1902 Joe Stephens Ave, #303
Weslaco, Texas 78596

Re: Proposal
Mile 14 ½ Roadway Improvements

Mr. Cuellar,

We are pleased to submit this Proposal as requested for Professional Services required by Hidalgo County for the Roadway Reconstruction along Mile 14 ½ (Mile 4 to 6).

Attached please find our proposal for Professional Engineering Services to be provided for the development and completion of the project intent.

Also enclosed herein are Exhibits "B" – Scope of Services, "C" – Work Schedule, and "D1" – Fee Schedule and Man-hour Breakdown for your review and consideration.

Should you have any questions or would like to discuss this submittal further, please do not hesitate to contact us.

Respectfully,

James Aranda, RPLS
Owner/President

EXHIBIT "C"

Work Schedule

The following provides an outline of the time schedule anticipated for each task required for the proposed Professional Services to be provide by Aranda & Associates in the development of the Project.

PRELIMINARY DESIGN SERVICES: May 2, 2016 – May 15, 2016

FINAL DESIGN SERVICES: May 18, 2016 – June 27, 2016

BID & AWARD: July 10, 2016 – August 15, 2016

CONSTRUCTION: August 29, 2016 – November 28, 2016

EXHIBIT "D"

Hourly Rates

Principal	$150.00
Registered Professional Land Surveyor	$125.00
Project Engineer/Professional Engineer	$125.00
Right of Way Agent	$75.00
Design Engineer/Graduate Engineer	$70.00
CADD Manager/Tech III	$55.00
GIS Tech/ CADD Tech II	$50.00
CADD Tech I	$40.00
Resident Project Representative	$50.00
Clerical	$25.00
GPS Crew	$125.00
2-Man Survey Crew	$80.00
Party Chief	$40.00

EXHIBIT "D1"

Fee Schedule and Estimated Man-hour Breakdown

The following provides an outline of the anticipated fee schedule that will be followed as our services are completed.

Service Description	Fee Schedule Description	Fee
Engineering Design		**$ 149,300.00**
	30% Submittal	$44,790.00
	60% Submittal	$44,790.00
	100% Submittal	$44,790.00
	At Contract Award	$14,930.00

Total Lump Sum Amount - $149,300.00

EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN

HIDALGO COUNTY MILE 14 1/2

FROM MILE 4 TO MILE 6

FEE INCREASE JUSTIFICATION (CHECK BOX)

- ☐ **Project Limits Changed -** Original limits are from A to B and New limits are from A to C
- ☐ **New Location Added -** xyz is added as a new improvement location
- ☐ **Improvement Type Changed:** Resurfacing has changed to Reconstruction
- ☐ **Acquisition Services Added:**
- ☐

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	10560	10560	0.00%
# sites	1	1	0.00%
Eng Fee ($)	$149,300.00	$149,300.00	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
PROJECT CONTROLS													
Develop Project Scope			4			10							14
Internal Review			4			10							14
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCID 1)			5			16							21
Cost Estimate Preparation per Submittal (30%, 60%, 100%)			3			35							38
Monthly Invoicing			6			10						16	32
QUALITY CONTROL													
QA/QC Reviews 30% Submittal			2			24	4		8				38
QA/QC Reviews 60% Submittal			3			36	4		8				51
QA/QC Reviews 100% Submittal			3			36	4		8				51
Milestone Review Meetings with PMC (30%, 60%, Final)			3			36	4						43
ENGINEERING DESIGN													
Data Collection / Field Survey						2	40	40	120				202
Process Field Data						2	40	50	120				212
Review of geotechnical report			2			6	3						0
Develop Project Plans 30%						16	40	40	150				
Develop Project Plans 60%						24	40	120	160				344
Develop Project Plans 100%						36	40	80	120				276
Address Review Comments						24	36	50	80				190
Assemble Front End						2	16						18
Develop and Assemble Techincal Specifications						2	8						10
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders						2	4						6
Addressing Bid Questions						4	16						20
Prepare and Issue Addenda						4	16						20
Conduct Bid opening / Check and Tabulate Bids						2	12						14
Council Meeting for Contract Awards			4			2	1						7
Prepare Construction Award Documents						4	16						20
Pre-Construction Conference						4	8						12
Periodic Site Observations			6			12	24						42
Contractor Submittal Reviews						10	16						26
Contractor Pay Request Reviews						3	10						13
PROJECT CLOSE-OUT SERVICES													
Construction Closeout						4	16						20
Submit As-Built Plans						4	8	36	60				108
SUBTOTAL		0	45	0	0	382	426	416	834	0	0	16	1862
Loaded Hourly Rates			$ 150.00			$ 125.00	$ 70.00	$ 55.00	$ 50.00			$ 25.00	
Direct Labor			$ 6,750.00	$ -	$ -	$ 47,750.00	$ 29,820.00	$ 22,880.00	$ 41,700.00	$ -	$ -	$ 400.00	$ 149,300.00
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
TOTAL ESTIMATE		0	$ 6,750.00	$ -	$ -	$ 47,750.00	$ 29,820.00	$ 22,880.00	$ 41,700.00	$ -	$ -	$ 400.00	$ 149,300.00

ARAND-1 OP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/21/2016

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 Anco Ins Services of Austin 3103 Bee Cave Road, Suite 242 Austin, TX 78746 Gina O'Hara	CONTACT NAME: Extension 6321 PHONE (A/C, No, Ext): 512-330-9836 FAX (A/C, No): 512-330-9856 E-MAIL ADDRESS: austincerts@anco.com
INSURED Aranda & Associates, Inc. James Aranda 1552 Dove Avenue McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Lloyds Ins. Co. — 41262 INSURER B : Travelers Indemnity Co of Amer — INSURER C : The Charter Oak Fire Ins. Co. — 25615 INSURER D : Continental Casualty Co. — 20443 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PACP6199P931COF	02/11/2016	02/11/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			BA6234P556GRP	02/11/2016	02/11/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			CUP6256P50042	02/11/2016	02/11/2017	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 If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB3408T860	02/11/2016	02/11/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Errors & Omissions			LSH591889839	06/13/2015	06/13/2016	Per 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)

County of Hidalgo is an Additional Insured on all Commercial General Liability policies. 30 days notice of cancellation applies.

CERTIFICATE HOLDER

HIDAED2

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick C. Ball

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The ACORD name and logo are registered marks of ACORD

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78599

PH:956.968.8733
FAX:956.969.1417

NOTICE TO PROCEED

To: James Aranda, President/CEO
Aranda & Associates, Inc.

From: Raul Lozano, Chief Administrator
Hidalgo County Precinct 1

Re: NOTICE TO PROCEED-Work Authorization No. 2- Mile 14 1/2 (Mile 4 – Mile 6)

Date: May 24, 2016

Please let this serve as a **FORMAL NOTICE** of the authorization to proceed with the scope of services as detailed under Work Authorization No. 1 in connection to Contract #C-16-164-04-26 with Hidalgo Precinct No. 1.

All work must be done in accordance with the work authorization. Any deviations must be approved in writing by the Engineer in conjunction with Precinct No. 1 Commissioner AC Cuellar. Work must commence pursuant upon issuance of this **NOTICE TO PROCEED**.

Should there be any questions regarding this notice, please do not hesitate to contact me at (956) 968-8733 extension 1022.

Thank You,

Raul Lozano

www.co.hidalgo.tx.us/pct1
ac.cuellar@co.hidalgo.tx.us

Purchase Order
COUNTY OF HIDALGO

PO# 743894

DATE: 05/20/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 420034 REQ: 00297293 CANCELLED: 04-25-17

PHONE: (956)631-0944

Fax: (956)631-0992 EMAIL: ARANDAJ@ARANDAWORLD.COM

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

ARANDA, JAMES
D/B/A ARANDA & ASSOCIATES, INC.
1552 DOVE AVE.
MCALLEN TX 78504

CONTACT: RLOZANO/DR (956)968-8733

SITE: COMMISSIONER, PRECINCT 1

CONTRACT NO: C-16-164-04-26

SPECIAL INSTRUCTIONS: RK35

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-16-164-04-26 EXP 12/31/2016		
		APPROVED BY CC4/26/16 AI-54317		
1.00	EACH	CC WORK AUTHORIZATION NO. 2 FOR PROFESSIONAL ENGINEERING SERVICES FOR MILE 14 1/2 FROM MILE 4 TO MILE 6 ROAD RECONSTRUCTION PROJECT.	149,300.00	149,300.00
		TOTAL:		149,300.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		6-1347-431-00-121-216-0-721 149,300.00		

Authorized by: Martha L Salazar

STANDARD PURCHASE ORDER TERMS AND CONDITIONS
PURCHASING DEPARTMENT
COUNTY OF HIDALGO, TEXAS

1. *Terms and acceptance.* This order becomes a contract (1) when a signed acknowledgement of the order is received by Buyer, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when Buyer gives Seller written approval of the price and delivery schedule of the goods as stated by Seller if Seller's written acknowledgement of this order contains either; (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgement hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that Seller by such acknowledgement thereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of this contract of purchase and sale. Except where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, this contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder; where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, the specifications, bid, and this contract contain the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder, and the specifications and bid are incorporated herein by reference to the same extent as if fully set forth herein.

2. *Inspection, warranty.* Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. Seller expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material, and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of the goods or services.

3. *Nonconforming goods.* All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to inspections, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to Buyer's specifications (or in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any damages arising from any breach or default hereinabove set forth.

4. *Product warranty.* Seller shall not limit or exclude any implied or expressed warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, or request for quotes, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

5. *Safety warranty.* Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, the correction made by the Buyer will be at Seller's expense.

6. *Price warranty.* The price to be paid by Buyer shall be that contained in Seller's bid or quote, and is not subject to increase. No additional amounts shall be chargeable to Buyer because of taxes or excises in accordance with State law regarding sales taxes and excise taxes or any other tax, presently or hereafter levied on Seller. If Seller's quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to Buyer for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price includes taxes or excises, and if such taxes or excises or any part thereof and hereafter refunded to Seller, Seller shall immediately pay Buyer the amount of such refund. Seller warrants that the prices herein are not higher than prices being charged to other organizations and public entities purchasing identical goods in smaller quantities at this particular time and do not discriminate against purchaser. The seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, kickback, bribe, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, kickback, bribe, percentage, brokerage or contingent fee.

7. *Invoices and Payments.* A new Seller must provide a completed Bidder/Vendor Application and completed W-9 with initial invoice or delivery ticket. These forms are required by the Hidalgo County Auditor's Office to set up new vendors prior to the issuance of the initial purchase order.

a. *Invoicing*: Seller shall submit a separate invoice for each purchase order filled. Seller must indicate the purchase order, and the supply agreement number, if applicable. Invoices shall be itemized and transportation charge(s), if any, shall be listed separately on the invoice(s). No federal excise, state or city sales tax should be included. A copy of Hidalgo County's exemption certificate will be provided upon request; original invoice(s), delivery ticket(s), bill(s) of lading, freight bill(s), and other proof of delivery must be sent or provided to the user department(s) for verification and approval. Seller shall keep the Purchasing Department and the user department(s) informed of any changes in address(es) and business status.

b. *Payment*: Payment is contingent upon the statutory auditing and approval of invoices and claims by the Office of the County Auditor, and also approval by the Commissioners' Court at a regular scheduled public meeting. Seller must notify the County Auditor's Office of any changes in address(es) and business status.

8. *Gratuities.* The Buyer may, by written notice to Seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, kickbacks or bribes, in the form of entertainment, gifts, or otherwise, were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of the County of Hidalgo with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. *Special tools and test equipment.* If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become property of Buyer and to the extent feasible shall be identified by Seller as such.

10. *Delivery time of essence.* Buyer's schedules are based upon the agreement that the goods will be delivered to Buyer by the dates specified on the face of the purchase order. Time is therefore of the essence and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cancel order. The acceptance of later or defective deliveries shall not be deemed a waiver by Buyer of its right to cancel this order, or to refuse to accept future deliveries.

11. *Seller to package goods.* Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase release number and the supply agreement number, if applicable; (c) container and number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by a packing list.

12. *Shipment under reservation prohibited.* Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

13. *Title and risk of loss.* The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

14. *Delivery terms and transportation charges.* F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid or quote. Buyer agrees to pay the actual costs, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

15. *Place of delivery.* The place of delivery shall be that set forth in the block on the purchase order or purchase release entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in paragraph 22, "Modification", hereof. The terms of this agreement are "no arrival, no sale."

16. *Warranty against infringement.* Seller warrants that the sale or use of goods of Seller's design or Seller's patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer's products for any alleged infringements of any patents, trademarks or copyrights, by reason of the sale or use of said materials either alone, or in combination with other materials and to pay all expenses and fees of counsel which shall be incurred in and about defending every such suit and all costs, damages, and profits recoverable in every such suit.

17. *Compliance with law.* The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state, federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale, or delivery of the parts, supplies, and goods, contemplated by this order, including, but not limited to the provisions of the Fair Labor Standards Act of 1938, the Walsh Healy Act, the Federal Food, Drug, and Cosmetics Act, and any other applicable laws.

18. *Indemnification by Seller.* Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of the contract.

19. *Taxes.* Seller accepts liability for payments of all payroll and Social Security taxes and all other federal, state, or local taxes now or hereinafter imposed by any governmental authority.

20. *Conflicting terms.* If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.

21. *Delegation, assignment.* Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, at Buyer's option, a cancellation of all of Buyer's obligation hereunder. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer, for any setoff or counterclaim arising out of this or any other of Buyer's orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.

22. *Modification.* Buyer shall have the right to make, from time to time, and without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.

23. *Cancellation.* Buyer reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.

24. *Waiver of liens.* Seller hereby waives and relinquishes all liens and claim statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the within order.

25. *Default.* Upon the happening of any one or more of the following events, Buyer shall forthwith have the unrestricted right to cancel and terminate the within contract without cost or liability to the Buyer: (1) Seller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (3) institution of legal proceedings against Seller by creditors or stockholders; (4) appointment of a receiver for Seller by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.

26. *Interpretation - Parol Evidence.* This writing is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC is to control.

27. *Applicable law.* This order shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this order.

28. *Advertising.* Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this order, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

29. *Right to assurance.* Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30. *Venue.* Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

31. *Prohibition against personal interest and contracts.* No elected official, officer or employee of the County of Hidalgo shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this paragraph shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this paragraph, with the knowledge, express or implied, of the person or corporation contracting with the County shall render the contract voidable by the County Commissioners' Court. Any request for exceptions to this shall be accompanied by a letter from the District Attorney indicating that there will not be a violation of local, state and federal law.

32. *Miscellaneous.*

a. The Seller shall cooperate with any internal audit or any independent audit and provide documentation and/or confirmation of any transaction between the County of Hidalgo and the Seller.

b. If components of a single unit are itemized, the invoice must include a statement sufficient to indicate that the components comprise a single unit.

c. If the Seller receives a request to describe items in an invoice which is inconsistent with the correct description, the Seller should request that a written request be made. It shall be the Seller's responsibility to notify the County Auditor of such requests and provide all related information.

d. The Seller shall not use the County's purchasing account to sell personal items to employees of the County. The Seller shall notify the County Auditor of such requests and provide all related information.

e. Invoices submitted to the County must indicate whether there are multiple pages and the pages must be numbered.

ARANDA and ASSOCIATES INC.
LAND SURVEYING AND MAPPING

1552 DOVE AVE. • McALLEN, TEXAS 78504 • 956-631-0944 ph. • 956-631-0992 fax • arandaj@arandaworld.com

July 1, 2016

Mr. Raul Lozano
Hidalgo County Precinct 1
1902 Joe Stephens Ave, Ste. 101
Weslaco, TX 78596

Re: Mile 11 and Mile 14 ½ Contract C-16-164-04-26
Work Authorization No 1 & 2

Dear Mr. Lozano,

On May 24, 2016, a formal Notice to Proceed on Work Authorizations No. 1 & 2, Contract No. C-16-164-04-26 was issued by your office. Pursuant to Article 14 of said Contract, Aranda & Associates is requesting permission to use the following sub-consultant on this Work Authorizations:

- **SAMES, Inc.**

Please proceed with placing this item on Hidalgo County Commissioners' Court Agenda for approval. I request that this be added to next week's consent agenda.

Respectfully Submitted,
Aranda & Associates

James Aranda
President/CEO

AI-55242

Purchasing Department 18.
B. 3.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Comm. Cuellar, COMM. PCT. #1

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Acceptance and approval of the following Work Authorizations as submitted by Millennium Engineers Group, Inc. - Contract# C-15-319-09-15 for the provisions of "Construction Materials Engineering and Testing Services" for:

A) Work Authorization No. 7 - Goolie Road (Minnesota Road to Mile 9) project in the amount of $54,055.25 through assigned requisition# 301467

B) Work Authorization No. 8 - Mile 11 Road (FM 1015 to Mile 1 West) project in the amount of $46,076.75 through assigned requisition# 301497

C) Work Authorization No. 9 - Mile 14 1/2 Road (Mile 4W to Mile 6W) project in the amount of $46,076.75 through assigned requistion#301498.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1347-431-00-121-212-0-721
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
REQ# 301467

FISCAL YEAR: 2016 ACCT. #: 6-1347-431-00-121-214-0-721
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
REQ# 301497

FISCAL YEAR: 2016 ACCT. #: 6-1347-431-00-121-216-0-721
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

REQ# 301498

Attachments

Work Authorization No. 7

Work Authorization No. 8

Work Authorization No. 9

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/30/2016 10:11 AM
Budget & Management	Veronica Ortiz	06/30/2016 01:13 PM
Glinda Pacheco	Glinda Pacheco	07/01/2016 08:45 AM
Glinda Pacheco	Glinda Pacheco	07/01/2016 08:45 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Katia Garcia Started On: 06/29/2016 03:42 PM

Final Approval Date: 07/01/2016

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-15-319-09-15

WORK AUTHORIZATION NO. 7

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Goolie Road (Minnesota Road to Mile 9) project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$54,055.25**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 7 shall be funded through funding source:
Account No. 6-1347-431-00-121-212-0-721
Requisition Number 301467 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 7**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2016.

THE LABORATORY:	**THE OWNER:**
MILLENNIUM ENGINEERS GROUP, INC.	**HIDALGO COUNTY**
_____	_____
By: Raul Palma, President	**By: Ramon Garcia, County Judge**

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering and Testing Services
Goolie Road (Minnesota Road to Mile 9 Road) Project

☒SOIL BORINGS SECTION

Task: Thirteen (13) 5' depth soil borings at Roadway prior to construction (1 trip estimated)
Measurement of Existing Materials, Soil Sampling, Laboratory Testing, and Pavement Recommendations.

Line Item	Qty.	Unit Rate	Estimated Cost
Drilled Borings, Soil (per foot)	65	19.00	1,235.00
Standard Penetration Test (each)	39	12.00	468.00
Mobilization and Demobilization (each)	1	350.00	350.00
Technician to Log Soil Test Boring (per hour)	12	54.00	648.00
Soil Material Preparation (per hour)	4	47.00	188.00
Utility Clearance (per hour)	4	70.00	280.00
Atterberg Limits (each)	26	70.00	1,820.00
Sieve Analysis (each)	26	55.00	1,430.00
Moisture Content (each)	39	13.00	507.00
Vehicle trip charge (each)	2	40.00	80.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	8	125.00	1,000.00
Project Management (hourly)	12	75.00	900.00
Clerical (hourly)	2	50.00	100.00
Sub-Total (per trip)	1	-	9,036.00
Sub-Total (per task)	**1**	**9,036.00**	**9,036.00**

☒SOILS SECTION

Task: Initial Subgrade Sample for Determination of Optimum Lime Content at Roadway (Per Trip, 3 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	4	47.00	188.00
Determination of Optimum Lime Content, PI method (each)	1	275.00	275.00
Vehicle trip charge (each)	1	37.00	37.00
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	-	661.25
Sub-Total (per task)	**3**	**661.25**	**1,983.75**

Task: Subgrade Sample at Roadway (Per Trip, 5 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
Vehicle trip charge (each)	1	37.00	37.00
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	-	585.75
Sub-Total (per task)	**5**	**585.75**	**2,928.75**

Task: Flexible Base Sample at Roadway (Per Trip, 5 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)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle trip charge (each)	1	37.00	37.00
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	-	850.75
Sub-Total (per task)	**5**	**850.75**	**4,253.75**

Task: Subgrade density testing at Roadway (Per Trip, 26 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	37.00	37.00
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	-	399.75
Sub-Total (per task)	**26**	**399.75**	**10,393.50**

Task: Flexible Base density testing at Roadway (Per Trip, 19 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	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**19**	**399.75**	**7,595.25**

SOILS Section Total **36,191.00**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 11 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	52.00	208.00
Nuclear Density Test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	485.25
Sub-Total (per task)	**11**	**485.25**	**5,337.75**

Task: HMAC Pavement Laboratory Testing (11 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**11**	**375.00**	**4,125.00**

Task: HMAC Pavement Field Coring (Per Trip, 6 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	6	52.00	312.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,400.25
Sub-Total (per task)	**6**	**1,400.25**	**8,401.50**

HMAC Pavement Section Total **17,864.25**

Total Estimated Cost **$54,055.25**

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-15-319-09-15

WORK AUTHORIZATION NO. 8

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Mile 11 Road (FM 1015 to Mile 1 West Road) project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$46,076.75**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. **8** shall be funded through funding source:
Account No. 6-1347-431-00-121-214-0-721
Requisition Number 301497 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 8**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2016.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Andres Palma, Manager

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering and Testing Services
Mile 11 Road (FM 1015 to Mile 1 West) Project

☒SOIL BORINGS SECTION

Task: Ten (10) 5' depth soil borings at Roadway prior to construction (1 trip estimated)
Measurement of Existing Materials, Soil Sampling, Laboratory Testing, and Pavement Recommendations.

Line Item	Qty.	Unit Rate	Estimated Cost
Drilled Borings, Soil (per foot)	50	19.00	950.00
Standard Penetration Test (each)	30	12.00	360.00
Mobilization and Demobilization (each)	1	350.00	350.00
Technician to Log Soil Test Boring (per hour)	12	54.00	648.00
Soil Material Preparation (per hour)	4	47.00	188.00
Utility Clearance (per hour)	4	70.00	280.00
Atterberg Limits (each)	20	70.00	1,400.00
Sieve Analysis (each)	20	55.00	1,100.00
Moisture Content (each)	30	13.00	390.00
Vehicle trip charge (each)	2	40.00	80.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	8	125.00	1,000.00
Project Management (hourly)	12	75.00	900.00
Clerical (hourly)	2	50.00	100.00
Sub-Total (per trip)	1	-	7,776.00
Sub-Total (per task)	**1**	**7,776.00**	**7,776.00**

☒SOILS SECTION

Task: Initial Subgrade Sample for Determination of Optimum Lime Content at Roadway (Per Trip, 3 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	4	47.00	188.00
Determination of Optimum Lime Content, PI method (each)	1	275.00	275.00
Vehicle trip charge (each)	1	37.00	37.00
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	-	661.25
Sub-Total (per task)	**3**	**661.25**	**1,983.75**

Task: Subgrade Sample at Roadway (Per Trip, 5 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
Vehicle trip charge (each)	1	37.00	37.00
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	-	585.75
Sub-Total (per task)	**5**	**585.75**	**2,928.75**

Task: Flexible Base Sample at Roadway (Per Trip, 5 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)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle trip charge (each)	1	37.00	37.00
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	-	850.75
Sub-Total (per task)	**5**	**850.75**	**4,253.75**

Task: Subgrade density testing at Roadway (Per Trip, 21 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	37.00	37.00
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	-	399.75
Sub-Total (per task)	**21**	**399.75**	**8,394.75**

Task: Flexible Base density testing at Roadway (Per Trip, 15 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	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**15**	**399.75**	**5,996.25**

SOILS Section Total **23,557.25**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 9 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	52.00	208.00
Nuclear Density Test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	485.25
Sub-Total (per task)	**9**	**485.25**	**4,367.25**

Task: HMAC Pavement Laboratory Testing (9 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**9**	**375.00**	**3,375.00**

Task: HMAC Pavement Field Coring (Per Trip, 6 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	6	52.00	312.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,400.25
Sub-Total (per task)	**5**	**1,400.25**	**7,001.25**

HMAC Pavement Section Total **14,743.50**

Total Estimated Cost **$46,076.75**

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-15-319-09-15

WORK AUTHORIZATION NO. 9

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Mile 14.5 Road (Mile 4 West to Mile 6 West Road) project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $**46,076.75**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. **9** shall be funded through funding source:
Account No. 6-1347-431-00-121-216-0-721
Requisition Number 301498 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 9**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2016.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Andres Palma, Manager

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A
-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering and Testing Services
Mile 14.5 Road (Mile 4 West to Mile 6 West) Project

☒SOIL BORINGS SECTION

Task: Ten (10) 5' depth soil borings at Roadway prior to construction (1 trip estimated)
Measurement of Existing Materials, Soil Sampling, Laboratory Testing, and Pavement Recommendations.

Line Item	Qty.	Unit Rate	Estimated Cost
Drilled Borings, Soil (per foot)	50	19.00	950.00
Standard Penetration Test (each)	30	12.00	360.00
Mobilization and Demobilization (each)	1	350.00	350.00
Technician to Log Soil Test Boring (per hour)	12	54.00	648.00
Soil Material Preparation (per hour)	4	47.00	188.00
Utility Clearance (per hour)	4	70.00	280.00
Atterberg Limits (each)	20	70.00	1,400.00
Sieve Analysis (each)	20	55.00	1,100.00
Moisture Content (each)	30	13.00	390.00
Vehicle trip charge (each)	2	40.00	80.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	8	125.00	1,000.00
Project Management (hourly)	12	75.00	900.00
Clerical (hourly)	2	50.00	100.00
Sub-Total (per trip)	1	-	7,776.00
Sub-Total (per task)	**1**	**7,776.00**	**7,776.00**

☒SOILS SECTION

Task: Initial Subgrade Sample for Determination of Optimum Lime Content at Roadway (Per Trip, 3 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	4	47.00	188.00
Determination of Optimum Lime Content, PI method (each)	1	275.00	275.00
Vehicle trip charge (each)	1	37.00	37.00
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	-	661.25
Sub-Total (per task)	**3**	**661.25**	**1,983.75**

Task: Subgrade Sample at Roadway (Per Trip, 5 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
Vehicle trip charge (each)	1	37.00	37.00
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	-	585.75
Sub-Total (per task)	**5**	**585.75**	**2,928.75**

Task: Flexible Base Sample at Roadway (Per Trip, 5 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)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle trip charge (each)	1	37.00	37.00
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	-	850.75
Sub-Total (per task)	**5**	**850.75**	**4,253.75**

Task: Subgrade density testing at Roadway (Per Trip, 21 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	37.00	37.00
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	-	399.75
Sub-Total (per task)	**21**	**399.75**	**8,394.75**

Task: Flexible Base density testing at Roadway (Per Trip, 15 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	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	399.75
Sub-Total (per task)	**15**	**399.75**	**5,996.25**

SOILS Section Total **23,557.25**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 9 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	52.00	208.00
Nuclear Density Test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	485.25
Sub-Total (per task)	**9**	**485.25**	**4,367.25**

Task: HMAC Pavement Laboratory Testing (9 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**9**	**375.00**	**3,375.00**

Task: HMAC Pavement Field Coring (Per Trip, 6 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	6	52.00	312.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	57.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,400.25
Sub-Total (per task)	**5**	**1,400.25**	**7,001.25**

HMAC Pavement Section Total **14,743.50**

Total Estimated Cost **$46,076.75**

AI-55239

Purchasing Department 18.
B. 4.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Comm. Cuellar, COMM. PCT. #1

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor:

Vendor	Invoice No.	Amount	PO #
Airgas	9800276000	$53.18	723083

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-452-00-121-013-0-610

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

BUDGETARY IMPACT:

Funds available as of 7/1/16

Attachments

INV# 9800276000

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/01/2016 10:39 AM
Budget & Management	Veronica Ortiz	07/01/2016 11:15 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Katia Garcia Started On: 06/29/2016 01:29 PM

Final Approval Date: 07/01/2016

DEBIT MEMO

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
09/25/2015	2264550	9800276000	10/25/2015	$ 53.18

SOLD BY AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

Manage Your Account Online
Pay invoices, review order history, track shipping, and more!
Go to: airgas.com/onlinebillpay
We accept

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

BILL TO HIDALGO COUNTY PRCT #1
1902 JOE STEPHENS
WESLACO TX 78596

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

2264550198002760000000053188

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

ORDER NO.	INVOICE NO.	INVOICE DATE	SOLD TO NO.	SOLD TO NAME
7031672553	9800276000	09/25/2015	2264550	HIDALGO COUNTY PRCT #1

PO / RELEASE	BRANCH	SHIP VIA	PAYMENT TERMS	ORDER DATE
723083	C122		NET 30	09/25/2015

DELIVERY NO. / DESCRIPTION	MATERIAL NUMBER	QTY SHIP'D	UOM	QTY B/O	CYLINDER SHP'D	CYLINDER RET'D	UNIT PRICE	UOM	AMOUNT
7031672553 AC 4 ACETYLENE IND #4 CGA 510 (Vol: 132 FT3)		1	CL				35.23	CL	35.23 N (H)
7031672553 OX 200 OXYGEN INDUSTRIAL 200 CGA 540 (Vol: 251 FT3) REBILL OF INVOICE 9039821437 PER JAVIER OLMOS, THE CUSTOMER WAS BILLED THE INCORRECT PRICE. The pricing for the OX 200 was contracted at $8.00/CL and AC 4 at $35.23/CL. Pricing has been submitted for approval in PROs.		1	CL				8.00	CL	8.00 N (H)
							Sale subtotal:		43.23
Airgas Hazmat Manual									9.95

Original Invoice: 9039821437

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

AMOUNT	53.18

Airgas.com www.airgas.com
Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2857658
HIDALGO COUNTY PCT 1 PARKS DEPT
28312 FM 88
MONTE ALTO TX 78538

FOR WIRE TRANSFER PAYMENTS
Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

For change of address
email to: cdiv.return.mail@airgas.com
or call 855-470-2666

Airgas

DELIVERY ORDER

FOR LOCATION NEAREST YOU
VISIT WWW.AIRGAS.COM

SHIPPER:
AIRGAS USA, LLC
201 N 23RD ST
MCALLEN, TX 78501-6942
956-686-7622

SOLD BY:
AIRGAS USA, LLC
201 N 23RD ST
MCALLEN, TX 78501-6942
956-686-7622

DELIVERY ORDER # 8040833215
PAGE 1 OF 1
ORDER DATE: 05/28/2015
SCH SHIP DATE: 05/28/2015
PRINTED: 14:56 05/28/2015
SALES ORDER: 1036982956

SHIP TO: 2857658
HIDALGO COUNTY PCT 1 PARKS DEPT
28312 FM 88
MONTE ALTO, TX 78538 US
956-262-6585

SOLD TO: 2264550
HIDALGO COUNTY PRCT #1
1902 JOE STEPHENS
WESLACO, TX 78596 US

CUST PO # 723083
RELEASE #
ORD BY
ENT BY LEANMONTEM

Order Type	Payment Terms	Incoterm	Route	Sales Office	Plant	Sales Org	Total Containers Ship	Return
Acct Front Counter	NET 30	Customer Pick Up	Customer Pick Up	C122	C122	CE00		

SHIPPING INST: d/s 1038908

Qty Ship	UOM Type	HM	Description & Hazard Class	Qty Order	Container Ship	Container Ret	Vol /Wt
1	CL	X	UN1001 ACETYLENE, DISSOLVED 2.1				
			Line# 10 Material# AC 4 Stor. Loc. F001	1	1	1	130 SCF
			ACETYLENE SIZE 4 CGA 510				81.889 LB
1	CL	X	UN1072 OXYGEN, COMPRESSED 2.2, (5.1)				
			Line# 20 Material# OX 200 Stor. Loc. F001	1	1	1	251 SCF
			OXYGEN INDUSTRIAL SIZE 200 CGA 540				133.770 LB

EMERGENCY CONTACT:1-866-734-3438
PURCHASER AGREES TO OBTAIN MATERIAL SAFETY DATA SHEETS (MSDS) FROM ONE OF THE FOLLOWING SOURCES; POINT OF PURCHASE, AIRGAS WEB SITE AT <WWW.AIRGAS.COM> OR BY CALLING THE ABOVE LISTED EMERGENCY CONTACT PHONE NUMBER AND SELECTING OPTION #3

THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION

AIRGAS PERSONNEL 5-28-15 DATE T.O.D.

PLACARDS OFFERED
☐ ACCEPT ☐ REJECT
CUSTOMER MUST INITIAL CHOICE

THIS AGREEMENT IS SUBJECT TO AIRGAS' STANDARD TERMS AND CONDITIONS SEE REVERSE SIDE FOR IMPORTANT SAFETY INFORMATION.

ACCEPTED FOR THE ABOVE CUSTOMER X Eliud Rivera

NAME PLEASE PRINT Eliud Rivera

INTERNAL USE ONLY

Filled By	Staging Area	Total PKGS	Tracking / Pro Number	Freight Charges	Total Weight*
					216 LB

Delivery # 8040833215

Requisition

Req # 00273276

PO # 723083
Date: 03/11/15

Bill To: x
x

Vendor : 416410
AIRGAS, INC.
AIRGAS USA, LLC
259 N. RADNOR-CHESTER RD.
RADNOR PA 19087

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: LEONEL / DAVID

Contract No: E-14-284-06-17

Special Instructions:
PAM#70 (PARKS)

Exp. 6/28/15

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		E-14-284-06-17 EXPIRES 6/28/2015 WELDING EQUIPMENT NEEDED FOR PARKS. (IN THE PROCESS OF REPAIRING BBQ PITS.) DO NOT DUPLICATE ORDER		
2.00	EACH	CC ITEM#10 OX 200 - OYGEN INDUSTRIAL SIZE 200 CGA 540	8.00	16.00
1.00	EACH	CC ITEM#20 AC4 - ACETYLENE SIZE 4 CGA 510	35.23	35.23
2.00	EACH	OM ITEM#30 RAD64003416 - FLINT RENEWAL 5012X TRIPLE FONT 4 PER PACK *OPEN MARKET	2.62	5.24
2.00	EACH	OM ITEM#40 RAD64003412 - SPARK LIGHTER 5011 TRIPLE FLINT POP *OPEN MARKET	2.64	5.28
1.00	EACH	OM ITEM#50 RAD64055063 - JACKET WELDING IMPORT LEATHER 30 INCH BROWN WITH SOAPSTONE POCKET ON SLEEVE SIZE LARGE *OPEN MARKET	73.66	73.66
2.00	EACH	OM ITEM#60VIS165 - CLAMP C 4SP LOCKING 4"/100MM JAW CAPACITY 1-5/8"/41 MM STEEL WITH SWIVEL PADS THE ORIGINAL WIDE OPEN JAW TURN SCREW ADJUST CONSTRUCTED HIGH GRADE HEAT TREATED ALLOY CLASSIC TRIGGER RELEASE VISE-GRIP * OPEN MARKET	13.18	26.36
1.00	EACH	OM ITEM#70 EMP581-9 - LEVEL TORPEDO MAGNETIC ALUMINUM 9" VIALS READ PLUMB LEVEL AND 45 DEGREE ANGLES EMPIRE *OPEN MARKET	7.92	7.92
3.00	EACH	OM ITEM#80 RAD64003624 - TIP CUTTING VICTOR 1-3-101 ACETYLENE 1 PC *OPEN MARKET	8.52	25.56
1.00	EACH	OM ITEM#90 RAD64003503 - CABLE WELDING SIZE 2 BLACK FLEX 25' COIL HEAVY DUTY SHRINK WRAPPED COIL 8 LB *OPEN MARKET	43.05	43.05
1.00	EACH	OM ITEM#100 RAD64002142 - LUG CABLE SOLDER TYPE L-62 COPPER #2#4#6 CABLE SIZE *OPEN MARKET	4.00	4.00
1.00	EACH	OM PRODUCT SURCH. (VOL)	3.92	3.92
1.00	EACH	OM AIGAS HAZMAT CHARGE (H) - SEE ITEMIZED CHARGES ON REVERSE	5.95	5.95
		Account No	Encumbrance	
		5-1100-452-00-121-013-0-610	252.17	
			Freight	.00

Authorized By: _____

OM 9/195.68

Requisition

Req # 00273276

PO # 723083
Date: 03/11/15

Bill To: x
x

Vendor : 416410
AIRGAS, INC.
AIRGAS USA, LLC
259 N. RADNOR-CHESTER RD.
RADNOR PA 19087

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	Total	252.17

Authorized By: _____

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

E-14-284-06-17

June 5, 2014

Airgas USA, LLC.
C/O Javier Olmos
201 N. 23rd
McAllen, Texas 78501

Email: sws.mcallen@airgas.com
Effective dates: June 29-2014 thru June 28, 2015

Re: C-13-015a-05-28
"Welding Supplies and Other Misc. Items-Hidalgo County"

Dear Mr. Olmos:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the last (1) year County's options to exercise an extension as provided in the current contract agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **June 17, 2014** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, **Tuesday, June 10, 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: 6/10/14

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 Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

Exhibit "B"
ADDENDUM #2
HIDALGO COUNTY (All funding Sources)
"Welding supplies & Other Misc. Items"
Bid No: 2013-015A-04-10-MEG

ORIGINAL

BID PAGE

NIGP CODE: 981-85
895-

OPENED
4-10-13
9:42
Witnessed

	SIZE	CASE/UNITS	BID PRICE
1. Metal welding Rods (different gauges)	7018 1/8	10 LBS	27.00
		50 LBS	85.00
	7018 5/32	10 LBS	27.00
		50 LBS	82.50
	6011 1/8	10 LBS	27.00
		50 LBS	92.00
	6011 5/32	10 LBS	27.00
		50 LBS	94.50
	6011 3/32	8 LBS	N/B
		50 LBS	99.00
	6010 1/8	10 LBS	27.00
		50 LBS	116.50
	6010 5/32	10 LBS	N/B
		50 LBS	113.50
	6013 1/8	10 LBS	27.00
		50 LBS	92.00
	6013 5/32	10 LBS	27.00
		50 LBS	90.00
1a Stainless steal welding Rods (different gauges) A) 308 L -16 size: 3/32, 1/8, 5/32, 3/16 B) 308 L -17 size: 3/32, 1/8, 5/32, 3/16 C) 308 / 308 L -17 size: 3/32, 1/8, 5/32, 3/16 D) 308 / 308 H-16 size: 3/32, 1/8, 5/32, 3/16 E) 309 / 309 L -16 size: 3/32, 1/8, 5/32, 3/16 F) 309 / 309 L -17 size: 3/32, 1/8, 5/32, 3/16 G) 316 / 316 L -16 size: 3/32, 1/8, 5/32, 3/16 H) 316 / 316 L -17 size: 3/32, 1/8, 5/32, 3/16	A		
	B		
	C		
	D		
	E		
	F		
	G		
	H		
2. Rod keeper (storage system) - Electrode oven 120v	10 lbs		
	50 LBS		
3. Aluminum welding Rods (different gauges)	345 al	1 ½ - 5lbs	N/B
	3/32	1 ½ - 5lbs	N/B
	1/8	1 ½ - 5lbs	33.73 per pound
3a E4043	3/32	1 ½ - 5lbs	
	1/8		

4. Cable (by feet) AWG Cooper	SIZE	BID PRICE
	1	2.29
	2	1.82
	4	1.20
	1/0	2.81
	2/0	N/B
	3/0	N/B
	4/0	N/B

5. Torch RD-45	1/8 Steel	1 LB	5.98
	3/32	1 LB	6.11
6. Alloy 144 Brass Electrode 10 minimum	1/8	10 LB	N/B
	5/32	10 LB	N/B
7. Torch Brass	1/8	1 LB	
	5/32	1 LB	N/B
			BID PRICE

Exhibit "B"
ADDENDUM #2
HIDALGO COUNTY (All funding Sources)
"Welding supplies & Other Misc. Items"
Bid No: 2013-015A-04-10-MEG

8. Oxygen (for welding gas)	21 Series		3.74
	80 Series		4.96
	100 Series		N/B
	125 Series		5.72
	200 Series		8.00
9. Acetylene, (for welding gas)	#3		25.24
	#4		35.23
	MC		13.42
	100 Series		N/B
10. Nitrogen (for welding gas)	19 Series		3.40
	40		3.94
11. Argon - CO2 75-25% -Mig welder -mild steel	20		4.12
	40		4.98
	80		6.96
	100		N/B
	125		8.10
	200		N/B
	300		16.12
12. Welding Goggles standard (square frame, flip lens preferred)			5.16
13. Leather Welding Gloves (standard) all sizes s, m, l - 4x	Mig Leather gloves		10.70
	Tig Leather gloves		8.62
14. Nomex Welding Gloves (standard sizes s, m, l -4x)	small		N/B
	medium		N/B
	large		N/B
	1x-4x		N/B
15. Welding Helmets (2" with flip lens preferred)			30.26
16. Jackson HSL1 Apprentice Quick Chance Hood			N/B
17. Leather Jackets for Welders (complete)	Small		62.57
	Medium		58.92
	Large		58.94

OPENED 4-10-13

		BID PRICE
18. Doo- Rag Flame Retardant Cap and/or Beanies		N/B
19. Welding Blanket Coated Fiberglass and Acrylic Coated	Size	BID PRICE
	6x4	N/B
	6x6	27.17
	6x8	36.23
	6x10	N/B
	8x8	N/B
	8x10	N/B
	10x10	N/B
20. Bib Apron Leather	36"	22.03
	48"	N/B
21. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	N/B
22. Torch Lighters (3 way)		2.03

4-10-13 Witnessed

23. Torch Tips	Medium Torch 100 Series	Tip Type 0-3-101	Size	BID PRICE
		Cutting Tip Org. Victor	0-3-101 Victor	5.98
		Welding Tip Victor or equivalent to	#0-W-1	45.00
			#1-W-1	45.00
			#2-W-1	45.00

Exhibit "B"
ADDENDUM #2
HIDALGO COUNTY (All funding Sources)
"Welding supplies & Other Misc. Items"
Bid No: 2013-015A-04-10-MEG

			#3-W-1	45.00
		Heating Tip	Rosebud Victor 8 or equivalent to	90.42
		Tip Type 0-I-101	Size	BID PRICE
	Large Torch 300 Series	Cutting Tip Org. Victor	0-1-101 Victor	5.98
		Welding Tip Victor 2 or equivalent to	#0-W-1	45.00
			#1-W-1	45.00
			#2-W-1	45.00
			#3-W-1	45.00
		Heating Tip	Rosebud Victor 8 or equivalent to	90.42
24. Torch Gauges-Replacement Gauges for regulators are preferred : a) Victor & b) Victor CR150CR		a)Victor	1 ½" gauge	10.00
			2" gauge	10.00
			2 ½" gauge	10.00
		b)Victor CR150CR	1 ½" gauge	10.00
			2" gauge	10.00
			2 ½" gauge	10.00
25. Torch Hoses - "R" and "T"			BID PRICE	
		Size	"R"	"T"
		25 ft x ¼	22.65	32.55
		50 ft x ¼	37.79	59.75
		100 ft x ¼	69.65	112.42
26. Torches- Complete Kit is preferred with handle and cutting attachments		Medium 100 Series		236.19
		Large 300 Series		315.17
27. Rental of Cylinder (as needed)		Gas	Tank Size	BID PRICE
		Oxygen	80 Series	1.00 per month per cylind
			100 Series	1.00 " " "
			200 Series	1.00 " " "
		Acetylene	100 Series	1.00 " " "
28. Tip cleaner- Standard				2.11
29. Flat Soap Stone-Standard Square				1.74
30. Soap Stone Holder				1.19
31. Safety Glasses – High Impact Protector Z94.3			Dark	1.13
			Clear	1.13
32. Cutting Dark Goggles				N/B
33, Welding cable liners -(for Millermatic 135) OEM Miller or equivalent to- Profax194011				BID PRICE
			.030	11.18
			.035	7.42
34. Welder Tips - (for Millermatic 135) Contact tip			.030	6.00 per pack of 5 e
			.035	6.00 per pack (5 each
35. Welding Wire- Spools - (Flux Coated) 1-lb -10lb no shield gas OPENED		Sizes	LBS	BID PRICE
		.030	1 lb	N/B
			10 lb	N/B
36. Grinding Disc- Screw On – 4.1/2 x ¼ x 5/8-11 9/42				4.00
37. Sanding Disc- Screw On – (Med. Coarse grid- Zircowia flap disc) Hub style 4-10-13 Witnessed			Hub Style 4 ½ x 5/8" x 11	
			Z-40	4.58
			Z-60	4.58
			Z-80	4.10
			Z-100	N/B
			Hub Less 4 ½ x 7/8"	
			Z-40	3.51

JB

Exhibit "B"
ADDENDUM #2
HIDALGO COUNTY (All funding Sources)
"Welding supplies & Other Misc. Items"
Bid No: 2013-015A-04-10-MEG

	Z-60	3.51
	Z-80	3.51
	Z-100	N / B
38. Chop Saw Blades – 14 x 3/32 x 1		4.78
39. Strikers 1 & 3 flint striker	single	1.38
	triple	2.04
40. Flints 1 & 3 flint replacement sets	single	2.04
	triple	2.05
41. Spring Handle Cross Chisel & Pick Hammer		4.92
42. Headgear w/clear visor - (CEPMPH-CL)- & dark shade 5 ratchet	3"	N / B
	7"	N / B
43. Maximum- Hazardous Material Fee		20.00
44. Plastic Rod Canister (Rod Guards)	14" (water tight-standard)	N / B
	18" (water tight-tig brazing rods)	N / B
45. Flash back Arrestors		
46. Electrodes Holder	80-120 amps	N / B
	40-225 amps	14.33
	50-300 amps	N / B
	350 amps	N / B
47. Ground Clamp	steel	4.06
	brass	N / B
48. Cable connectors- male & female	5/8	N / B
	1/2	14.81
	1/0	N / B
	2/2	N / B
	3/0	N / B
	1	N / B
	2	N / B
	4	N / B
49. Ball point lugs	5/8	N / B
	7/8	N / B
	1	N / B
	2	N / B
	4	N / B
	1/0	N / B
	2/0	N / B
	3/0	N / B
	4/0	N / B
50. Female Terminals		N / B
51.Leather Sleeves protectors		37.04
52. Quick Connect sets		N / B
53. Welding Cable Liners (Millermatic 135)	.035	N / B
54. Welding Tips-(Millermatic 135) Contact tip	.035	N / B

55. Tungsten tip for Tig		Size	BID PRICE
	Pure Tungsten	1/16	4.74
		3/32	8.74
		1/8	14.72
	2% Thoriated	1/16	N / B
		3/32	N / B

OPENED
9:42
4-10-13

Witnessed

Exhibit "B"
ADDENDUM #2
HIDALGO COUNTY (All funding Sources)
"Welding supplies & Other Misc. Items"
Bid No: 2013-015A-04-10-MEG

		1/8	N / B
56. Flux Cored welding wire-used with Shielding gas	.030	1 lb	
		10 lb	
	.035	1 lb	
		10 lb	22.40
57. Flux Cored welding wire- self shielded wire	.030	1 lb	19.14
	.035	10 lb	54.18
58. Flux coated (ET-IT-GS) mild steel	.030	1 lb	
	.035	10 lb	
59. Carbon Steel-(70S-6) mild steel	.030	1 lb	
	.035	10 lb	
60.Stainless Steel (ER 308LSI)	.030	1 lb	
	.035	10 lb	
61. Grinding Disc with hub		size	
		7 1/4x5/8-11 large	6.57
62. Wire cup brush		2 ¼ x 5/8-11	10.51
63. Standard Twist wire wheel		4" x 5/8-11	15.21
64. Stringer Bead knot wheel		6"x 5/8-11	15.21
65. Shaft Knot wheel brush 3" x ¼"	Carbon	Crimped	
		.014	
		.020	
	Stainless Steel	.014	
		.020	
	Carbon	Knotted	
		.014	
		.020	
	Stainless Steel	.014	
		.020	
66. Flow gauge- for CO2 Argon for Mig & Tig welding			70.43
67. Brazing Alloy Safety Silv - 15 %			50.80
68. Mig Welding Machine 120 volt-180 volt, 208 volt, 240 volts (Miller or Lincoln model equal to or better)		single face	
		triple face	
69. Replacement Mig Gun (millermatic 135)			
70. Auto Dark welding helmet multi shade 10-12 mask lens for Mig & Tig welding		Large	
71. Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel - All Sizes		291	
72. Aluminum -		Size	BID PRICE
ER 4043 - and 1-lb – 1		.030 .035	6.29
ER 4356 - and 1-lb		.030 .035	
73. Hand Held wire brush – mild & stainless steel		Mild	
		Stainless Steel	
74. Refill of Co. owned cylinders- all series –	Argon – 300 size		~~30.00~~
	CO2(carbon dioxide) - 50 #		~~20.00~~
	Tri-gas-- 300		~~110.00~~
	Nitrogen – 300		~~15.00~~
	Acetylene – #4		~~3 5.28~~
	Oxygen – 200		8.40

OPENED
9:42
4-10-13
Witnessed

Exhibit "B"
HIDALGO COUNTY (All funding Sources)
"Welding supplies & Other Misc. Items"
Bid No: 2013-015A-04-10-MEG

BIDDER/COMPANY NAME: Airgas USA LLC

ADDRESS: 201 N. 23rd St.

CITY/STATE/ZIP CODE: Mcallen Texas 78501

PHONE & FAX NO.'S: 686-7622 - 682-6936

CELL PHONE: N/A

AUTHORIZED SIGNATURE: Jesse Mendoza

PRINTED NAME: Jesse Mendoza

TITLE: Inside Sales

EMAIL: SWS.Mcallen@airgas.com

DEBIT MEMO

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
09/25/2015	2264550	9800276000	10/25/2015	$ 53.18

Manage Your Account Online
Pay invoices, review order history, track shipping, and more!
Go to: airgas.com/onlinebillpay
We accept

SOLD BY AIRGAS USA, LLC
201 N 23RD ST
MCALLEN TX 78501-6942
956-686-7622

BILL TO HIDALGO COUNTY PRCT #1
1902 JOE STEPHENS
WESLACO TX 78596

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015

2264550198002760000000053188

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

ORDER NO.	INVOICE NO.	INVOICE DATE	SOLD TO NO.	SOLD TO NAME
7031672553	9800276000	09/25/2015	2264550	HIDALGO COUNTY PRCT #1

PO / RELEASE	BRANCH	SHIP VIA	PAYMENT TERMS	ORDER DATE
723083	C122		NET 30	09/25/2015

DELIVERY NO. / DESCRIPTION	MATERIAL NUMBER	QTY SHIP'D	UOM	QTY B/O	CYLINDER SHP'D	CYLINDER RET'D	UNIT PRICE	UOM	AMOUNT
7031672553 AC 4 ACETYLENE IND #4 CGA 510 (Vol: 132 FT3)		1	CL				35.23	CL	35.23 N (H)
7031672553 OX 200 OXYGEN INDUSTRIAL 200 CGA 540 (Vol: 251 FT3)		1	CL				8.00	CL	8.00 N (H)

per contract

REBILL OF INVOICE 9039821437 PER JAVIER OLMOS, THE CUSTOMER WAS BILLED THE INCORRECT PRICE.
The pricing for the OX 200 was contracted at $8.00/CL and AC 4 at $35.23/CL. Pricing has been submitted for approval in PROs.

Sale subtotal:	43.23
Airgas Hazmat Manual	9.95

Original Invoice: 9039821437

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

AMOUNT	53.18

Airgas.com
Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2857658
HIDALGO COUNTY PCT 1 PARKS DEPT
28312 FM 88
MONTE ALTO TX 78538

FOR WIRE TRANSFER PAYMENTS
Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

For change of address
email to: cdiv.return.mail@airgas.com
or call 855-470-2666

Airgas

DELIVERY ORDER

FOR LOCATION NEAREST YOU
VISIT WWW.AIRGAS.COM

SHIPPER:
AIRGAS USA, LLC
201 N 23RD ST
MCALLEN, TX 78501-6942
956-686-7622

SOLD BY:
AIRGAS USA, LLC
201 N 23RD ST
MCALLEN, TX 78501-6942
956-686-7622

DELIVERY ORDER # 8040833215
PAGE 1 OF 1
ORDER DATE: 05/28/2015
SCH SHIP DATE: 05/28/2015
PRINTED: 14:56 05/28/2015
SALES ORDER: 1036982956

SHIP TO: 2857658
HIDALGO COUNTY PCT 1 PARKS DEPT
28312 FM 88
MONTE ALTO, TX 78538 US
956-262-6585

SOLD TO: 2264550
HIDALGO COUNTY PRCT #1
1902 JOE STEPHENS
WESLACO, TX 78596 US

CUST PO # 723083
RELEASE #
ORD BY
ENT BY LEANMONTEM

Order Type	Payment Terms	Incoterm	Route	Sales Office	Plant	Sales Org	Total Containers Ship	Return
Acct Front Counter	NET 30	Customer Pick Up	Customer Pick Up	C122	C122	CE00		

SHIPPING INST: d/s 1038908

Qty Ship	UOM Type	HM	Description & Hazard Class	Qty Order	Container Ship	Container Ret	Vol /Wt
1	CL	X	UN1001 ACETYLENE, DISSOLVED 2.1				
			Line# 10 Material# AC 4 Stor. Loc. F001	1	1	1	130 SCF
			ACETYLENE SIZE 4 CGA 510				81.889 LB
1	CL	X	UN1072 OXYGEN, COMPRESSED 2.2, (5.1)				
			Line# 20 Material# OX 200 Stor. Loc. F001	1	1	1	251 SCF
			OXYGEN INDUSTRIAL SIZE 200 CGA 540				133.770 LB

EMERGENCY CONTACT:1-866-734-3438

PURCHASER AGREES TO OBTAIN MATERIAL SAFETY DATA SHEETS (MSDS) FROM ONE OF THE FOLLOWING SOURCES; POINT OF PURCHASE, AIRGAS WEB SITE AT <WWW.AIRGAS.COM> OR BY CALLING THE ABOVE LISTED EMERGENCY CONTACT PHONE NUMBER AND SELECTING OPTION #3

THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION

AIRGAS PERSONNEL 5-28-15 DATE T.O.D.

PLACARDS OFFERED
☐ ACCEPT ☐ REJECT
CUSTOMER MUST INITIAL CHOICE

THIS AGREEMENT IS SUBJECT TO AIRGAS' STANDARD TERMS AND CONDITIONS SEE REVERSE SIDE FOR IMPORTANT SAFETY INFORMATION.

ACCEPTED FOR THE ABOVE CUSTOMER X Eliud Rivera

NAME PLEASE PRINT Eliud Rivera

INTERNAL USE ONLY

Filled By	Staging Area	Total PKGS	Tracking / Pro Number	Freight Charges	Total Weight*
					216 LB

Delivery # 8040833215

AI-55224

Purchasing Department 18.
B. 5.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Comm. Cuellar, COMM. PCT. #1

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor:

Vendor	Invoice No.	Amount	PO Number
Ricoh	96849900	$343.93	736524
Ricoh	97010351	$173.25	736524
Ricoh	97010356	$264.30	736633

BACKGROUND

These invoices are being approved as claims because the copier lease has expired.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 6-1100-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 7/1/2016 through PO #736633

FISCAL YEAR: 2016 ACCT. #: 6-1100-432-00-121-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 7/1/16 through PO #736524

Attachments

INV# 96849900

INV# 97010351

INV# 97010356

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/01/2016 10:39 AM
Budget & Management	Veronica Ortiz	07/01/2016 11:15 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Katia Garcia Started On: 06/29/2016 09:54 AM

Final Approval Date: 07/01/2016

PLEASE RETURN THIS REMITTANCE PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER 429301-1008606A16

PLEASE REFER TO ACCOUNT NUMBER ON ALL INQUIRIES
PLEASE DO NOT STAPLE OR FOLD THIS PORTION

5F E JM

3224

DUE DATE	06/01/2016
INVOICE DATE	05/13/2016
INVOICE NUMBER	96849900
AMOUNT DUE	$343.93
AMOUNT ENCLOSED	

BILL TO
HIDALGO COUNTY OF
ATTN ACCTS PAYABLE
1902 JOE STEPHENS AVE STE 101
WESLACO TX 78599-3704

REMIT TO
RICOH USA, INC.
PO BOX 650016
DALLAS TX 75265-0016

01 00000000042930l5 000096849900b 0000000000343939

RICOH
Ricoh USA, Inc.

To avoid late charges, all payments must be received by the due date. Late charges will be added to your invoice consistent with the terms and conditions of your contract.

INVOICE NUMBER	96849900
INVOICE DATE	05/13/2016
DUE DATE	06/01/2016

429301-1008606A16 (2) 5F E JM

C14107477 (1)

BILL TO
HIDALGO COUNTY OF
ATTN ACCTS PAYABLE
1902 JOE STEPHENS AVE STE 101
WESLACO TX 78596-3704

PLEASE CALL 1-800-595-1011 FOR ACCOUNT INQUIRIES

DESCRIPTION	CURRENT CHARGES	TOTALS
PREVIOUS BALANCE Send to Auditors on 4-26-16		$177.93
MIN. IMAGES: 2,000 RENEWAL	166.00	166.00
EQUIPMENT DESCRIPTION ON SUMMARY REPORT		
CURRENT BILLING PERIOD: 05/01/2016 - 05/31/2016 (3)		
PURCHASE ORDER NBR : 736524		
YOUR ACCOUNT IS PAST DUE. PAYMENT IS DUE IMMEDIATELY.		
YOU CAN ALSO MANAGE YOUR ACCOUNT ONLINE AT: WWW.GETMYACCOUNTS.COM - GO GREEN AND OBTAIN YOUR INVOICE ELECTRONICALLY - MAKE PAYMENTS - VIEW ACCOUNT AND PAYMENT HISTORY		
FOR ACCOUNT INQUIRIES, PLEASE CONTACT ANGELA COLEY @ 1-800-656-1005 EXT. 2852 OR ANGELA.COLEY@LEASINGCONNECTION.COM		

INVOICE RECEIVED BY Yolanda Estrada ON 5/20/16
GOODS/SERVICES RECEIVED BY Nora Castillo ON 5-1-16 To 5-31-16

PCT # 1
SANITATION
6-1100-432-00-121-001-0-780 - $112.00
5-23-16/736524/SN18 430 - $54.00

RECEIVED BY COUNTY AUDITOR 2016 MAY 24 PM

CURRENT	30 DAYS	60 DAYS	90 DAYS		AMOUNT DUE
$166.00	$170.68	$7.25	$0.00	THANK YOU FOR YOUR PROMPT PAYMENT	$343.93

RETAIN THIS INVOICE PORTION FOR YOUR RECORDS

1311101.2016050546303.03224

DATE: 05/13/2016 INVOICE NBR: 96849900

MULTI-ASSET BILLING SUPPORT PAGE: 1

CUSTOMER/CONT: 429301-1008606A16
CUSTOMER NAME: HIDALGO COUNTY OF
5F E JM

CONTRACT ID	DESCRIPTION		CURRENT CHARGE	TOTALS
1008606A16	PREVIOUS BALANCE			$177.93
	MIN. IMAGES: 2,000			
	RENEWAL		166.00	166.00
3278261	ATTN: SANITATION DEPT PCT 1	MPC2551		
	HWY 1015 N MILE 11	C14107477		
	WESLACO TX 78596			
	500 CLR IMAGES			
	* TOTAL			$343.93

PURCHASE ORDER NBR : 736524

PLEASE RETURN THIS REMITTANCE PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER 429301-1008606A16

PLEASE REFER TO ACCOUNT NUMBER ON ALL INQUIRIES

PLEASE DO NOT STAPLE OR FOLD THIS PORTION

4703

5F E JM

DUE DATE	07/01/2016
INVOICE DATE	06/10/2016
INVOICE NUMBER	97010351
AMOUNT DUE	$173.25
AMOUNT ENCLOSED	

BILL TO
HIDALGO COUNTY OF
ATTN ACCTS PAYABLE
1902 JOE STEPHENS AVE STE 101
WESLACO TX 78599-3704

REMIT TO
RICOH USA, INC.
PO BOX 650016
DALLAS TX 75265-0016

01 00000000042930l5 0000970103518 0000000000173252

RICOH
Ricoh USA, Inc.

To avoid late charges, all payments must be received by the due date. Late charges will be added to your invoice consistent with the terms and conditions of your contract.

INVOICE NUMBER	97010351
INVOICE DATE	06/10/2016
DUE DATE	07/01/2016

429301-1008606A16 5F E JM

BILL TO
HIDALGO COUNTY OF
ATTN ACCTS PAYABLE
1902 JOE STEPHENS AVE STE 101
WESLACO TX 78596-3704

PLEASE CALL 1-800-595-1011 FOR ACCOUNT INQUIRIES

DESCRIPTION	CURRENT CHARGES	TOTALS
PREVIOUS BALANCE Send to Auditors on 5-11-16		$7.25
MIN. IMAGES: 2,000 RENEWAL	166.00	166.00

EQUIPMENT DESCRIPTION ON SUMMARY REPORT

CURRENT BILLING PERIOD: 06/01/2016 - 06/30/2016

PURCHASE ORDER NBR : 736524

YOU CAN ALSO MANAGE YOUR ACCOUNT ONLINE AT:
WWW.GETMYACCOUNTS.COM
- GO GREEN AND OBTAIN YOUR INVOICE ELECTRONICALLY
- MAKE PAYMENTS
- VIEW ACCOUNT AND PAYMENT HISTORY

FOR ACCOUNT INQUIRIES, PLEASE CONTACT
ANGELA COLEY @ 1-800-656-1005 EXT. 2852
OR ANGELA.COLEY@LEASINGCONNECTION.COM

INVOICE RECEIVED BY Yolanda Estrada ON 6/17/16
GOODS/SERVICES RECEIVED BY Nora Castillo ON 6-1-16 TO 6-30-16

PCT # 1
SANITATION
6-1100-432-00-121-001-0-780 $112.00 430 - $54.00
6-20-16/736524/SN18

CURRENT	30 DAYS	60 DAYS	90 DAYS		AMOUNT DUE
166.00	7.25	0.00	0.00	THANK YOU FOR YOUR PROMPT PAYMENT	$173.25

1311101.2016060428304.01611

RETAIN THIS INVOICE PORTION FOR YOUR RECORDS

P

DATE: 06/10/2016 INVOICE NBR: 97010351

MULTI-ASSET BILLING SUPPORT PAGE: 1

CUSTOMER/CONT: 429301-1008606A16
CUSTOMER NAME: HIDALGO COUNTY OF
5F E JM

CONTRACT ID	DESCRIPTION		CURRENT CHARGE	TOTALS
1008606A16	PREVIOUS BALANCE			$7.25
	MIN. IMAGES: 2,000			
	RENEWAL		166.00	166.00
3278261	ATTN: SANITATION DEPT PCT 1	MPC2551		
	HWY 1015 N MILE 11	C14107477		
	WESLACO TX 78596			
	500 CLR IMAGES			
	* TOTAL			$173.25

PURCHASE ORDER NBR : 736524

Purchase Order
COUNTY OF HIDALGO

PO# 736524

DATE: 01/13/16

PO TYPE:

VENDOR: 211567 REQ: 00290192

PHONE:

EMAIL:

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

GE CAPITAL INFORMATION TECHNOLOGY SOLUTI
RICOH USA, INC.
P.O. BOX 650073
DALLAS TX 75265

CONTACT: DAVID/RICK (956)968-8733

SITE: COMMISSIONER, PRECINCT 1

CONTRACT NO: BUYBOARD 299-08

SPECIAL INSTRUCTIONS: SN18

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 ***DO NOT EMAIL TO BUYBOARD***		
12.00	MONTH	CO OPEN PO- 48 MONTH COPIER (CAPITAL) LEASE RICOH MP C2551 25-PPM MOMOCHROME AND COLOR OUPUT SPEED LOW COST PER PAGE OUT/PUT 1,100-SHEET PAPER CAPACITY OPTIONAL 500-SHEET FINISHER / STAPLER CAPITAL STAND DEVICE IS FAX, PRINT AND SCAN ENABLED-PROVIDING BOTH BLACK & WHITE & COLOR SCANNING FUNCTIONALITY WARM UP TIME LESS THAN 45 SECONDS DATA OVERDRITE SECURITY SYSTEM. DOSS FIRST PRINT SPEED 6.5 SECONDS MOMCHROME / 9.5 SECONDS COLOR.	112.00	1,344.00
12.00	MONTH	CO OPEN PO 48 MONTH COPIER(MAINTENANCE) SERVICE-(500 COLOR IMAGES / MONTH WITH COVERAGES@ $0.072 SERVICE- 2,000 B/W IMAGES / MONTH WITH OVERAGES @ $0.009)	54.00	648.00
1.00	LOT	CO OPEN PO- ADDITIONAL IMAGES ON THE SANITATION OFFICE	450.00	450.00
		TOTAL:		2,442.00

****
For Hidalgo County use only

6-1100-432-00-121-001-0-430	648.00
6-1100-432-00-121-001-0-610	450.00
6-1100-432-00-121-001-0-780	1,344.00

Authorized by: Martha L Salazar

PLEASE RETURN THIS REMITTANCE PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER 429301-1008606A17

PLEASE REFER TO ACCOUNT NUMBER ON ALL INQUIRIES
PLEASE DO NOT STAPLE OR FOLD THIS PORTION

5F E JM

DUE DATE	07/01/2016
INVOICE DATE	06/10/2016
INVOICE NUMBER	97010356
AMOUNT DUE	$264.30
AMOUNT ENCLOSED	

BILL TO
HIDALGO COUNTY OF
ATTN ACCTS PAYABLE
1902 JOE STEPHENS AVE STE 101
WESLACO TX 78596-3704

REMIT TO
RICOH USA, INC.
PO BOX 650016
DALLAS TX 75265-0016

01 0000000004293015 0000970103563 0000000000264309

RICOH
Ricoh USA, Inc.

To avoid late charges, all payments must be received by the due date. Late charges will be added to your invoice consistent with the terms and conditions of your contract.

INVOICE NUMBER	97010356
INVOICE DATE	06/10/2016
DUE DATE	07/01/2016

429301-1008606A17 5F E JM

BILL TO
HIDALGO COUNTY OF
ATTN ACCTS PAYABLE
1902 JOE STEPHENS AVE STE 101
WESLACO TX 78596-3704

PLEASE CALL 1-800-595-1011 FOR ACCOUNT INQUIRIES

DESCRIPTION	CURRENT CHARGES	TOTALS
PREVIOUS BALANCE Pd. 6/14/16, CK# 01-435766		$132.15 <
MIN. IMAGES: 1,500 RENEWAL	132.15	132.15
EQUIPMENT DESCRIPTION ON SUMMARY REPORT		
CURRENT BILLING PERIOD: 06/01/2016 - 06/30/2016		
PURCHASE ORDER NBR : 736633		
YOUR ACCOUNT IS PAST DUE. PAYMENT IS DUE IMMEDIATELY.		
YOU CAN ALSO MANAGE YOUR ACCOUNT ONLINE AT: WWW.GETMYACCOUNTS.COM - GO GREEN AND OBTAIN YOUR INVOICE ELECTRONICALLY - MAKE PAYMENTS - VIEW ACCOUNT AND PAYMENT HISTORY		
FOR ACCOUNT INQUIRIES, PLEASE CONTACT ANGELA COLEY @ 1-800-656-1005 EXT. 2852 OR ANGELA.COLEY@LEASINGCONNECTION.COM		

PCT. #1
ADMINISTRATION
Le -120-431-00-121-004-0- 780 $114.00
430 $18.15
736633/RP/6-20-16

INVOICE RECEIVED BY Yolanda Estrada ON 6/17/16
GOODS/SERVICES RECEIVED BY Rick Perez ON 6-1-16 TO 6-30-16

CURRENT	30 DAYS	60 DAYS	90 DAYS		THANK YOU FOR YOUR PROMPT PAYMENT	AMOUNT DUE
132.15	132.15	0.00	0.00			$264.30

RETAIN THIS INVOICE PORTION FOR YOUR RECORDS

1311101.2016060428304.01611

P

DATE: 06/10/2016 INVOICE NBR: 97010356

MULTI-ASSET BILLING SUPPORT PAGE: 1

CUSTOMER/CONT: 429301-1008606A17
CUSTOMER NAME: HIDALGO COUNTY OF
5F E JM

CONTRACT ID	DESCRIPTION		CURRENT CHARGE	TOTALS
1008606A17	PREVIOUS BALANCE			$132.15
	MIN. IMAGES: 1,500			
	RENEWAL		132.15	132.15
3278296	ATTN: PRECINCT 1	MP2851SP		
	28312 FM 88	C14107590		
	EDCOUCH TX 78538			
	* TOTAL			$264.30

PURCHASE ORDER NBR : 736633

Purchase Order
COUNTY OF HIDALGO

PO# 736633

DATE: 01/14/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 211567 REQ: 00290286

PHONE:

EMAIL:

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

GE CAPITAL INFORMATION TECHNOLOGY SOLUTI
RICOH USA, INC.
P.O. BOX 650073
DALLAS TX 75265

CONTACT: MARCIE/DAVID (956)968-8733

SITE: COMMISSIONER, PRECINCT 1

CONTRACT NO: BUYBOARD 299-08

SPECIAL INSTRUCTIONS: AM16

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		
		BUYBAORD 299-08 **DO NOT EMAIL TO BUYBOARD**		
12.00	MONTH	CO 48 MONTH COPIER (CAPITAL) LEASE FOR A RICOH AFICIO MP 2851 PRICING COMPONENTS INCLUDE: EQUIPMENT, DELIVERY, INSTALLATION, OPERATOR TRAING, MAINTENANCE, TONER, STAPLES AND SERVICE PREFORMED BY RICOH COSTOMER SERVICE TECHNICIANS (YOU WILL INCUR NO ADDITIONAL CHARGES FOR PARTS AND LABOR SERIAL # C14107590 JAN. THRU DEC. 2016 EQUIPMENT BREAKDOWN RICOH AFICIO MP 2851 $78.00/MO ARDR DF3030 (50 SHEET) $16.00/MO FAC 38 CABINET $ 3.00/MO DIGITAL QC 120/15 NETWORK SURGE PROTECTOR $3.00/MO FAX OPTION TYPE 3351 $14.00/MO EQUIPMENT TOTAL $114.00/MO.	114.00	1,368.00
12.00	MONTH	CO 48 MONTH COPIER (MAINTENANCE) SERVICE- (1,500 B&W IMAGES PER MONTH WITH OVERAGES @ 0.0095 (JAN THRU DEC. 2016)	18.15	217.80
1.00	LOT	CO OPEN P.O. ADDITIONAL IMAGES ON THE (ADMINISTRATION OFFICE AT - ACCOUNTING DEPT) COPIER (JAN. THRU DEC. 2016)	200.00	200.00
		TOTAL:		1,785.80

****
For Hidalgo County use only

6-1100-452-00-121-013-0-430	217.80
6-1100-452-00-121-013-0-610	200.00
6-1100-452-00-121-013-0-780	1,368.00

Authorized by: Martha L Salazar

AI-54979

Purchasing Department 18.
C. 1.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Sandy Suarez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation of Bids received (as detailed in tabulation sheet contained herein) for the purpose of award to the responsible multiple vendors submitting the lowest and best bids (including meeting specifications and/or requirements) with approval of contract document for project titled: Hidalgo County Precinct No. 2-"Hauling Services for all Road Materials" through RFB No.: 2016-079-04-20-SGS as follow:
A. Southern Star Transport for - Cold Mix, Type D Hot Mix/Gravel and Hot Mix/Limestone;
B. Roy's Hauling for - Crushed Caliche

BACKGROUND

1. Multiple Bid -Southern Star Transport & Roy's Hauling (Pit Run Caliche - only)
1. Current contract expires: August 13, 2016
2. New contract will commence: August 14, 2016
3. Contract document was reviewed and approved as to form by Legal Counsel.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 1200-431-00-122-006-0-430
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Prct 2 $ 17,516.78 as of 7/01/16

Attachments

Recommendation
Tabulation Sheet
Participation
Southern Star Transport 1295
Roy's Hauling -1295
Legal Approval
Contract

Legal Approval
Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/01/2016 03:19 PM
Budget & Management	Veronica Ortiz	07/01/2016 03:37 PM
Glinda Pacheco	Glinda Pacheco	07/01/2016 04:33 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Sandy Suarez Started On: 06/09/2016 09:42 AM
Final Approval Date: 07/01/2016

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: **Eduardo "Eddie" Cantu, Commissioner**
Hidalgo County Precinct No. 2

ATTN: Armando Pompa/ Erika Zamora

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: June 14, 2016

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2016-079-04-20-Hidalgo County -"Hauling Services for all Road Materials"

We have received Two (2) responses to the above mentioned project.
Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses, for your review and consideration for the award to the lowest bidder(s) meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us , as soon as possible this item on the agenda for next proposed Commissioners Court Meeting.**

Indicate the name of the Vendor(s) in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and assistance to this matter.

RECOMMENDATION(S) - COMMENTS/CONCERNS:

1) Southern Star Transport for Cold Mix & Type D Hot Mix Gravel & Limestone
2) Roys Hauling Services for Crushed Caliche

Budget Acct No.: 6-1200-431-00-122-0006-0-430

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Erika Zamora	Erika Zamora	Pct 2	6-15-16

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Precinct No. 2

DESCRIPTION OF BID: Hauling Services for All Road Material

BID NO.: 2016-079-04-20-SGS | **BUYER: Sandy Suarez**

BID OPENING DATE: April 20, 2016 | **TIME: 9:30 A.M.**

Location of Plant Listed vendors are subject to be changed upon contract expiration:			PARTICIPATING VENDOR						
			SOUTHERN STAR TRANSPORT ELSA			ROYS HAULING SERVICES, INC EDINBURG			
DESCRIPTION OF MATERIALS	NAME OF PITS		Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current / Base Fuel Cost	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current / Base Fuel Cost	
COLD MIX Frontera Materials	La Joya Plant		6.75	.11	.75	9.75	75%	7.32	
TYPE D HOT MIX-GRAVEL Frontera Materials	La Joya Plant		6.75	.11	.75	9.75	75%	7.32	
	Progresso Plant		6.00	.13	.75	9.75	75%	7.32	
TYPE D HOT MIX-LIMESTONE Frontera Materials	La Joya Plant		6.75	.11	.75	9.75	75%	7.32	
	Progresso Plant		6.00	.13	.75	9.75	75%	7.32	
CRUSHED CALICHE Frontera Materials	Frontera Materials	490 pit	6.25	.12	.75	6.00	75%	4.50	
	Frontera	Reavis Pit	7.15	.10	.75	6.35	75%	4.76	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

BID OPENING DATE: APRIL 20, 2016 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY PRECINCT NO 2- HAULING SERVICES FOR ALL ROAD MATERIALS"

BID NO.: 2016-079-04-20-SGS

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. ROY'S HAULING SERVICE, INC. Attn: Roy Balderas Jr. royshaulinginc@aol.com	Email	Sandy	04/04/16	P.O. BOX 1896 EDINBURG, TX 78540 office-956-383-2206 fax-956-383-2569 mobile-956-239-2359
2. ORTIZ DUMP TRUCK SERVICES Attn: Arturo Ortiz Superslick4949@aol.com	Email	Sandy	04/04/16	906 Princeton Drive Mission, Tx 78572 Cell-956-321-5015
3. UNIVERSAL TRUCKERS INC. Attn: Bernardo Saenz Bernardosaenz95@yahoo.com	Email	Sandy	04/04/16	1052 Esperanza St. Alamo, TX 78516 C# 956-650-0673
4. TRES PALACIOS, DIRT, SAND & GRAVEL Attn: Michael Palacios evpharr@aol.com	Email	Sandy	04/04/16	1899 N. Cage Pharr, Texas 78577 (956)787-9920-office (956)781-0533-fax cell#: (956)904-6558
5. INTERNATIONAL MATERIALS Attn: Javier Garza internationalmats@att.net	Email	Sandy	04/04/16	3408 N. Conway Ave. Mission, Tx 78574 Office-956-240-1423 Fax -956-584-3206
6. TREV-CORT TRUCKING INC. Attn: Candido Trevino or Lizbeth Guerra trevcort@gmail.com	Email	Sandy	04/04/16	P.O. BOX 476 Alamo, Tx 78516 Office- 787-7878 Fax- 956-787-7868 Cell -956-534-4695 Candido- Cell -793-2943 Lizbeth Guerra
7. CORTEZ TRUCKING Iris Cortez tvsicortez@hotmail.com	Email	Sandy	04/04/16	Iris Cortez 956-309-5104
8. Prime Vendor, Inc. Work41@prime-vendor.com	Email	Sandy	04/04/16	4622 Cedar Ave. Suite 124 Wilmington, NC 28403 Phone: 800-746-9554 Fax: 800-746-8307
9. Villa Trucking and Hauling Audrey Villa Audrey.villa@gmail.com	Email	Sandy	04/04/16	3400 E Walker Rd, Donna, TX 78537 PH 956-463-3171
10. TFR Enterprises, Inc. Tiffany Wilkes tiffanyw@tfrinc.com	Email	Sandy	04/04/16	601 Leander Drive Leander, Texas 78641 www.tfrinc.com P: 512-260-3322 ext 200 F: 512-528-1942 M: 512-565-0710
11. Katie Collier Prime Vendor Inc. work43@prime-vendor.com	Email	Sandy	04/06/16	4622 Cedar Avenue Suite123 Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307
12. Joe Salinas jsalinassst@aol.com	Email	Sandy	04/11/16	PO Box 369 Elsa, TX 78543 O-956-316-8989 C-956-244-4056
13. GST Construction jgarzagst@yahoo.com	TR	Sandy	04/13/16	7337 E. Owassa Edinburg, TX. 78539 956-739-1000

14. PJP Trucking Eddie	IP	Sandy	04/15/16	2007 N. Ruby St Edinburg, TX. O. 956-844-2063 Bbp.eddie@yahoo.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

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:
2016-53529

Date Filed:
05/11/2016

Date Acknowledged:
05/11/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SOUTHERN STAR TRANSPORT, LTD.
ELSA, 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 PCT. 2

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 services, goods, or other property to be provided under the contract.

2016-079-04-20SGS
HAULING SERVICES FOR ALL ROAD MATERIALS - HIDALGO COUNTY PCT. 2

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.

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HIDALGO COUNTY PCT. 2

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2016-079-04-20SGS
HAULING SERVICES FOR ALL ROAD MATERIALS - HIDALGO COUNTY PCT. 2

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.

NOTARY PUBLIC STATE OF TEXAS
MARIA G CASTILLO
My Commission Expires
August 24, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Joe Salinas, this the 11th day of May, 20 16, to certify which, witness my hand and seal of office.

Maria G. Castillo — Maria G. Castillo — Notary

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:
2016-71107

Date Filed:
06/15/2016

Date Acknowledged:
06/15/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ROY'S HAULING SERVICE, INC.
EDINBURG, 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.

COUNTY OF HIDALGO

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 services, goods, or other property to be provided under the contract.

2016-079
HAULING SERVICES OF ALL ROAD MATERIALS

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:
2016-71107

Date Filed:
06/15/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
ROY'S HAULING SERVICE, INC.
EDINBURG, 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.
COUNTY OF HIDALGO

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 services, goods, or other property to be provided under the contract.
2016-079
HAULING SERVICES OF ALL ROAD MATERIALS

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.

RAQUEL DELGADO
My Commission Expires
February 25, 2017

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Roy Baldonado Jr., this the 15th day of June, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath — Printed name of officer administering oath: Raquel Delgado — Title of officer administering oath: Notary Public

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-16-079-05-24-Hauling of All Road Materials-Pct 2

From : Steve Crain <scrain@atlashall.com> Mon, May 16, 2016 02:30 PM
Subject : RE: C-16-079-05-24-Hauling of All Road Materials-Pct 2
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The Southern Star contract is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, May 16, 2016 2:08 PM
To: Steve Crain <scrain@atlashall.com>
Subject: C-16-079-05-24-Hauling of All Road Materials-Pct 2

Mr. Crain:

Can you please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-079-07-06

THIS CONTRACT is made and entered into this **6th** day July of **2016** by and between the **County of Hidalgo, Texas** ("County") and **Southern Star Transport, LTD** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for **"Hauling Services of All Road Materials (EXCEPT PIT RUN CALICHE)" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed bid to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by **Hidalgo County Precinct No. 2.** Company

all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request the Services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of this Contract.

3. This Contract shall be for a period of **one (1) year** (on an as needed basis), commencing on **August 14, 2016** and expiring on **August 13, 2017** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. County also reserves the right to continue this sealed bid for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:
County of Hidalgo
Attn: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Company:
Southern Star Transport, LTD
Attn: Joe A. Salinas, Sales Director
PO Box 369
Elsa, Texas 78543

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

19. **Immunities.** Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ____day of _____, 2016.

Approved by Commissioner's Court: _____, 2016.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

April 04, 2016

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 2**
Request for Bids -**"HAULING SERVICES FOR ALL ROAD MATERIALS"**
Bid No: 2016-079-04-20-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

We have **updated** our RFB packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.
Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY PRECINCT 2

"Hauling Service for all Road Materials"
RFB NO: 2016-079-04-20-SGS
Commodity Code: 962-39

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	3
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D-1, CIQ Conflict of Interest Questionnaire	2
7.	Exhibit E & E-1, List of Trucks & Driver Information	2
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	Draft Requirements Agreement	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar
Martha L. Salazar, CPPB, Purchasing Agent

April 04, 2016
Date

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County Precinct No. 2

"Hauling Service for all Road Materials"

RFB No.: 2016-079-04-20-SGS

Bid No.: 2016-079-04-20-SGS	Buyer II: Sandy Suarez	Tele. No: (956)318-2626 ext 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID OPENING DATE: APRIL 20, 2016 @ 9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 2 – HAULING SERVICES FOR ALL ROAD MATERIALS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2016-079-04-20-SGS HIDALGO COUNTY PRECINCT NO. 2- HAULING SERVICES FOR ALL ROAD MATERIALS"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, APRIL 20, 2016.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANYRFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.- 2016-079-04-20-SGS HIDALGO COUNTY PRECINCT NO. 2 - HAULING SERVICES FOR ALL ROAD MATERIALS".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT NO. 2-HAULING SERVICES FOR ALL ROAD MATERIALS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on the invoice.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Attn: Yolanda Cisneros
Hidalgo County Precinct No. 2
4011 So.Veterans Blvd.,
San Juan, TX.
(956) - 787-1891

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**APRIL 20, 2016**
Award of Contract	2016
Commence Work or Deliver Products	. 2016

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any

decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, 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-1, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §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, we have updated and revised our RFB packet. In accordance with these requirements, 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 box 3 of Form 1295, you will provide the RFB Project No. (I.e. 2016-079), as shown on the packet. Once

completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us. 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. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. ***HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.***

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default

by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents must provide all documentation requested with this (RFB) –Request for Bid in their response (except for the CIQ form if NOT APPLICABLE). Failure to provide this information may result in rejection of the RFB as noncomforming.

Bid
for
HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County Precinct No. 2

"Hauling Service for all Road Materials"

RFB No.: 2016-079-04-20-SGS

EXHIBIT "A"

Hidalgo County Precinct No. 2
"Hauling Services for All Road Materials"
Bid No.: 2016-079-04-20-SGS

SPECIFICATIONS/REQUIREMENTS

It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 2 area and will be awarded on a **per ton basis**. Hauling services will be requested on an **"as needed basis"** by the Precinct.

Road materials (i.e. crushed caliche, pit run caliche, caliche gravel, hot mix, and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendors stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded hauler(s) will be advised.

Location of current pits and plants are as follows:

Material	Pit	Location
Cold Mix	Frontera Material - La Joya Plant	4 miles N of US 83 on FM 2221
Type D Hot Mix - Gravel	Frontera Material - La Joya Plant & Progresso Plant	Progresso Plant Military Hwy & FM 1015
Type D Hot Mix -Limestone	Frontera Material - La Joya Plant & Progresso Plant	Military Hwy & FM 1015
Crushed Caliche	Frontera Material - 490 Pit	4.5 Miles West of US 281 on FM 490
	Frontera Material - Reavis Pitt	2.5 mi N of US 83 on FM2221

1. Bid price must be on a **per ton basis.**

2. Hauling services for Precinct No. 2 will be done by Precinct No. 2 forces along with awarded vendor, when required.

3. Hidalgo County is requesting the minimum of **ten (10) vendor owned hauling trucks** and **six (6) vendor owned tandem trucks (end dump) for the delivery of Hot mix material.** (Proof of ownership (title) shall be furnished along with your bid) and to be available on an "as needed basis" with a minimum of twenty-two tons per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "E", **page 1** of 2".

4. Bidders will be required to submit the Driver's Information Sheet, listing all drivers as detailed in Exhibit "E" page 2 of 2, upon the request of the Buyer.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

TERMS & CONDITIONS

1. The bid price will be for the duration of one (1) year with the County's sole discretion to extend for an additional one (1) year term under the same rates and conditions.

2. Hidalgo County Precinct No. 2 reserves the right to continue this bid for an additional sixty 60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. **Bid Award:** Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

6. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, giving due consideration to the location of the pit from the area of the precinct where the "Hauling Services" is to be transported.

7. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/ or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

8. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

9. County will seek purchases from State Awarded vendors whenever it is, its best interest to do so.

10. Hidalgo County reserves the right to add or change/delete locations during the term of the contract under the same rates and conditions.

11. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, Attention: Sandy Suarezat 2812 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES - will be accepted via email to: sandy.suarez@co.hidalgo.tx.us , no later than, Monday, April 11, 2016 at 5:00 P.M. Responses to said inquiries will be sent to all applicants via e-mail by no later than **Wednesday, April 13, 2016 at 5:00 P.M**

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

Hidalgo County Precinct No. 2

"Hauling Service for all Road Materials"

RFB No.: 2016-079-04-20-SGS

EXHIBIT "B"

BID PAGE

Hidalgo County Precinct No. 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

Bid No. **2016-079-04-20-SGS**

Commodity Code: 962-39

PART- I

Award will be based on the ***lowest bid per ton*** meeting all required specifications.

		** SAMPLE: →	$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:	**NAME OF PIT**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
COLD MIX				
Frontera Materials	**La Joya Plant**			
TYPE D HOT MIX-Gravel	**La Joya Plant**			
Frontera Materials	**Progresso Plant**			
TYPE D HOT MIX-Limestone	**La Joya Plant**			
Frontera Materials	**Progresso Plant**			
CRUSHED CALICHE	**490 Pit**			
Frontera Materials	**Reavis Pit**			

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **April 15, 2016**. For each 10% ease) in the OPIS Index of **April 15, 2016** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid

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/Vendor Name	Authorized Signature	Date
Mailing/Business Address	City/State/Zip Code	Phone Number

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County Precinct No. 2

"Hauling Service for all Road Materials"

RFB No.: 2016-079-04-20-SGS

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS PAGE MUST BE SUBMITTED WITH BID)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D-1"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS
Hidalgo County Precinct No. 2

"Hauling Service for all Road Materials"

RFB No.: 2016-079-04-20-SGS

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT "E"

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2016-079-04-20-SGS

Hidalgo County Precinct No.2 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

TANDEM TRUCKS

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

EXHIBIT "E-1"

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2016-079-04-20-SGS

DRIVER'S INFORMATION

COPIES OF CERTIFIED - CURRENT DRIVERS LICENSE NO. FOR EACH DRIVER MUST BE SUBMITTED WITH THIS BID.

NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NO.	TRUCK/UNIT NO.

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

Hidalgo County Precinct No. 2

"Hauling Service for all Road Materials"

RFB No.: 2016-079-04-20-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address:	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address ;	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____ Entry Date: _____ Vendor No.:

(THIS PAGE MUST BE SUBMITTED WITH BID)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

(THIS PAGE MUST BE SUBMITTED WITH BID)

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

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 OF REGARDING DEBARMENT

REQUEST FOR BIDS

Hidalgo County Precinct No. 2

"Hauling Service for all Road Materials"

RFB No.: 2016-079-04-20-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

VENDOR'S BID PRICE

EXHIBIT "B"

OPENED 9:50 4-20-16

BID PAGE
Hidalgo County Precinct No. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
Bid No. **2016-079-04-20-SGS**
Commodity Code: 962-39

PART- I

Award will be based on the ***lowest bid per ton*** meeting all required specifications.

		** SAMPLE: →	$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:		**NAME OF PIT**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
COLD MIX					
Frontera Materials		**La Joya Plant**	$ 6.75	.11	.75
TYPE D HOT MIX-Gravel		**La Joya Plant**	$ 6.75	.11	.75
Frontera Materials		**Progresso Plant**	$ 6.00	.13	.75
TYPE D HOT MIX-Limestone		**La Joya Plant**	$ 6.75	.11	.75
Frontera Materials		**Progresso Plant**	$ 6.00	.13	.75
CRUSHED CALICHE		**490 Pit**	$ 6.25	.12	.75
Frontera Materials		**Reavis Pit**	$ 7.15	.10	.75

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **April 15, 2016**. For each 10% ease) in the OPIS Index of **April 15, 2016** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid

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.

Southern Star Transport, LLC		4-19-16
Bidder/Vendor Name	Authorized Signature	Date
P.O. Box 369	Elsa, Tx 78543	956-244-4056
Mailing/Business Address	City/State/Zip Code	Phone Number

EXHIBIT "C"

INSURANCE REQUIREMENTS

SOUTH07 OP ID: LP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2015

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 Keetch & Associates Insurance P. O. Box 3280 Corpus Christi, TX 78463-3280 Bryan M. Grove Phone: 361-883-3803 Fax: 361-883-3894	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Southern Star Transport, Ltd PO Box 369 Elsa, TX 78543	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Lexington Insurance Company INSURER B: Indian Harbor Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			41LX0670437101	11/05/2015	11/05/2016	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 $ Excluded $ 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	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			SAB0044806	11/05/2015	11/05/2016	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)

See Notepad

CERTIFICATE HOLDER

HICO-ED

Hildago County
Precinct No 2
Attn: Purchasing Department
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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The General Liability policy contains the following endorsements:
Additional Insured-Owners, Lessees,or Contractors-Scheduled Persons or Organization-as required by written contract CG20100413

Transfer of Rights of Recovery Against Other to Us-Blanket as required by written contract CG24040509

Primary & Non-Contributory-Other Insurance Condition CG20010413

Excess Policy follows form of General Liability, Auto Liability and Workers Compensation

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 12/21/2015

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
Floyd Insurance
P.O. Box 1152
Robstown Tx 78380

CONTACT NAME:
PHONE (A/C, No, Ext): 361 387 4577 FAX (A/C, No): 361 387 8633
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : HALLMARK SPECIALTY INS.CO	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SOUTHERN STAR TRANSPORT, LTD
P. O. BOX 369
ELSA, TX 78543
956 262 3974

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY	Y	Y	TXT800034-04	11/5/15	11/5/16	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] 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						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED AND INCL. WAIVER OF SUBROGATION

CERTIFICATE HOLDER

HILDAGO COUNTY
PRECINCT NO 2
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/28/2016

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: Holly Gravenor	
Frank Siddons Insurance Agency Fort Worth, Inc. Member: K & S Group 2900 Marquita Drive Fort Worth TX 76116-4016	PHONE (A/C, No, Ext): (817)737-4943	FAX (A/C, No): (817)737-4947
	E-MAIL ADDRESS: Holly@fsifw.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Texas Mutual Insurance Company	22945
INSURED Southern Star Transport, L.T.D. P.O. Box 369 Elsa TX 78543	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** WC 16-17 **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 If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001187557	2/1/2016	2/1/2017	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The workers compensation policy includes blanket automatic waiver of subrogation endorsements that provide this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

Hildago County
Att: Purchasing Department
2812 S. Highway Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steven Siddons/HGRAVE

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Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-16-079a-07-06-Roy Hauling

From : Steve Crain <scrain@atlashall.com> Fri, Jul 01, 2016 03:37 PM
Subject : RE: C-16-079a-07-06-Roy Hauling
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The contract is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, July 01, 2016 3:10 PM
To: Steve Crain <scrain@atlashall.com>
Subject: C-16-079a-07-06-Roy Hauling

Mr. Crain:

Can you please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-079A-07-06

THIS CONTRACT is made and entered into this **6th** day **July** of **2016** by and between the **County of Hidalgo, Texas** ("County") and **Roy's Hauling Service, Inc.** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for **"Hauling Services of All Road Materials-(PIT-RUN CALICHE ONLY)" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed bid to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by **Hidalgo County Precinct No. 2.** Company

agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request the Services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of this Contract.

3. This Contract shall be for a period of **one (1) year** (on an as needed basis), commencing on **August 14, 2016** and expiring on **August 13, 2017** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. County also reserves the right to continue this sealed bid for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:
County of Hidalgo
Attn: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Company:
Roy's Hauling Service, Inc.
Attn: Roy Balderas, Jr.
PO 1896
Edinburg, Texas 78540

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

19. **Immunities.** Nothing in this Contract is intended to and County does not hereby

waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ____day of _____, 2016.

Approved by Commissioner's Court: _____, 2016.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

April 04, 2016

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 2**
Request for Bids -**"HAULING SERVICES FOR ALL ROAD MATERIALS"**
Bid No: 2016-079-04-20-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

We have **updated** our RFB packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.
Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY PRECINCT 2

"Hauling Service for all Road Materials"

RFB NO: 2016-079-04-20-SGS

Commodity Code: 962-39

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	3
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D-1, CIQ Conflict of Interest Questionnaire	2
7.	Exhibit E & E-1, List of Trucks & Driver Information	2
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	Draft Requirements Agreement	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

April 04, 2016
Date

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County Precinct No. 2

"Hauling Service for all Road Materials"

RFB No.: 2016-079-04-20-SGS

Bid No.: 2016-079-04-20-SGS	Buyer II: Sandy Suarez	Tele. No: (956)318-2626 ext 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID OPENING DATE: APRIL 20, 2016 @ 9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 2 – HAULING SERVICES FOR ALL ROAD MATERIALS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2016-079-04-20-SGS HIDALGO COUNTY PRECINCT NO. 2- HAULING SERVICES FOR ALL ROAD MATERIALS"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, APRIL 20, 2016.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANYRFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.- 2016-079-04-20-SGS HIDALGO COUNTY PRECINCT NO. 2 - HAULING SERVICES FOR ALL ROAD MATERIALS".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT NO. 2-HAULING SERVICES FOR ALL ROAD MATERIALS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on the invoice.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Attn: Yolanda Cisneros
Hidalgo County Precinct No. 2
4011 So.Veterans Blvd.,
San Juan, TX.
(956) - 787-1891

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**APRIL 20, 2016**
Award of Contract	2016
Commence Work or Deliver Products	2016

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any

decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, 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-1, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §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, we have updated and revised our RFB packet. In accordance with these requirements, 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 box 3 of Form 1295, you will provide the RFB Project No. (I.e. 2016-079), as shown on the packet. Once

completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us. 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. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default

by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents must provide all documentation requested with this (RFB) –Request for Bid in their response (except for the CIQ form if NOT APPLICABLE). Failure to provide this information may result in rejection of the RFB as noncomforming.

Bid
for
HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County Precinct No. 2

"Hauling Service for all Road Materials"

RFB No.: 2016-079-04-20-SGS

EXHIBIT "A"

Hidalgo County Precinct No. 2
"Hauling Services for All Road Materials"
Bid No.: 2016-079-04-20-SGS

SPECIFICATIONS/REQUIREMENTS

It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 2 area and will be awarded on a **per ton basis**. Hauling services will be requested on an **"as needed basis"** by the Precinct.

Road materials (i.e. crushed caliche, pit run caliche, caliche gravel, hot mix, and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendors stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded hauler(s) will be advised.

Location of current pits and plants are as follows:

Material	Pit	Location
Cold Mix	Frontera Material - La Joya Plant	4 miles N of US 83 on FM 2221
Type D Hot Mix - Gravel	Frontera Material - La Joya Plant & Progresso Plant	Progresso Plant Military Hwy & FM 1015
Type D Hot Mix -Limestone	Frontera Material - La Joya Plant & Progresso Plant	Military Hwy & FM 1015
Crushed Caliche	Frontera Material - 490 Pit	4.5 Miles West of US 281 on FM 490
	Frontera Material - Reavis Pitt	2.5 mi N of US 83 on FM2221

1. Bid price must be on a **per ton basis.**

2. Hauling services for Precinct No. 2 will be done by Precinct No. 2 forces along with awarded vendor, when required.

3. Hidalgo County is requesting the minimum of **ten (10) vendor owned hauling trucks** and **six (6) vendor owned tandem trucks (end dump) for the delivery of Hot mix material.** (Proof of ownership (title) shall be furnished along with your bid) and to be available on an "as needed basis" with a minimum of twenty-two tons per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "E", **page 1** of 2".

4. Bidders will be required to submit the Driver's Information Sheet, listing all drivers as detailed in Exhibit "E" page 2 of 2, upon the request of the Buyer.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

TERMS & CONDITIONS

1. The bid price will be for the duration of one (1) year with the County's sole discretion to extend for an additional one (1) year term under the same rates and conditions.

2. Hidalgo County Precinct No. 2 reserves the right to continue this bid for an additional sixty 60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. **Bid Award:** Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

6. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, giving due consideration to the location of the pit from the area of the precinct where the "Hauling Services" is to be transported.

7. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/ or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

8. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

9. County will seek purchases from State Awarded vendors whenever it is, its best interest to do so.

10. Hidalgo County reserves the right to add or change/delete locations during the term of the contract under the same rates and conditions.

11. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, Attention: Sandy Suarezat 2812 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES - will be accepted via email to: sandy.suarez@co.hidalgo.tx.us , no later than, Monday, April 11, 2016 at 5:00 P.M. Responses to said inquiries will be sent to all applicants via e-mail by no later than **Wednesday, April 13, 2016 at 5:00 P.M**

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

Hidalgo County Precinct No. 2

"Hauling Service for all Road Materials"

RFB No.: 2016-079-04-20-SGS

EXHIBIT "B"

BID PAGE

Hidalgo County Precinct No. 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

Bid No. **2016-079-04-20-SGS**

Commodity Code: 962-39

PART- I

Award will be based on the ***lowest bid per ton*** meeting all required specifications.

	** SAMPLE: →	$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:	**NAME OF PIT**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
COLD MIX				
Frontera Materials	**La Joya Plant**			
TYPE D HOT MIX-Gravel	**La Joya Plant**			
Frontera Materials	**Progresso Plant**			
TYPE D HOT MIX-Limestone	**La Joya Plant**			
Frontera Materials	**Progresso Plant**			
CRUSHED CALICHE	**490 Pit**			
Frontera Materials	**Reavis Pit**			

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **April 15, 2016**. For each 10% ease) in the OPIS Index of **April 15, 2016** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid

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/Vendor Name	Authorized Signature	Date
Mailing/Business Address	City/State/Zip Code	Phone Number

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County Precinct No. 2

"Hauling Service for all Road Materials"

RFB No.: 2016-079-04-20-SGS

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS PAGE MUST BE SUBMITTED WITH BID)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D-1"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS
Hidalgo County Precinct No. 2

"Hauling Service for all Road Materials"

RFB No.: 2016-079-04-20-SGS

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT "E"

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2016-079-04-20-SGS

Hidalgo County Precinct No.2 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

TANDEM TRUCKS

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

EXHIBIT "E-1"

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2016-079-04-20-SGS

DRIVER'S INFORMATION

COPIES OF CERTIFIED - CURRENT DRIVERS LICENSE NO. FOR EACH DRIVER MUST BE SUBMITTED WITH THIS BID.

NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NO.	TRUCK/UNIT NO.

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

Hidalgo County Precinct No. 2

"Hauling Service for all Road Materials"

RFB No.: 2016-079-04-20-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address:	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____ Entry Date: _____ Vendor No.:

(THIS PAGE MUST BE SUBMITTED WITH BID)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

(THIS PAGE MUST BE SUBMITTED WITH BID)

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

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 OF REGARDING DEBARMENT

REQUEST FOR BIDS

Hidalgo County Precinct No. 2

"Hauling Service for all Road Materials"

RFB No.: 2016-079-04-20-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

VENDOR'S BID PRICE

OPENED
9:50 4-20-16

EXHIBIT "B"

BID PAGE

Hidalgo County Precinct No. 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

Bid No. **2016-079-04-20-SGS**

Witnessed

Commodity Code: 962-39

PART- I

Award will be based on the ***lowest bid per ton*** meeting all required specifications.

	** SAMPLE: →	$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:	**NAME OF PIT**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
COLD MIX				
Frontera Materials	**La Joya Plant**	9.75	75%	7.32
TYPE D HOT MIX-Gravel				
Frontera Materials	**La Joya Plant**	9.75	75%	7.32
	Progresso Plant	9.75	75%	7.32
TYPE D HOT MIX-Limestone	**La Joya Plant**	9.75	75%	7.32
Frontera Materials	**Progresso Plant**	9.75	75%	7.32
CRUSHED CALICHE	**490 Pit**	6.00	75%	4.50
Frontera Materials	**Reavis Pit**	6.35	75%	4.76

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **April 15, 2016**. For each 10% ease) in the OPIS Index of **April 15, 2016** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid

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

Roy's Hauling Service, Inc.		04-19-2016
Bidder/Vendor Name	Authorized Signature	Date
P.O. Box 1896	Edinburg, TX 78540	956.383.2206
Mailing/Business Address	City/State/Zip Code	Phone Number

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/09/2016

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: KRISTINA BALDERAS
SOUTH TEXAS SOLUTIONS P.O. BOX 1415 EDINBURG, TEXAS 78540	PHONE (A/C, No, Ext): 956.343.2206 FAX (A/C, No): E-MAIL ADDRESS: SOUTHTEXASSOLUTIONS@AOL.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: CAPITOL SPECIALTY INS CO	
INSURER B: PROGRESSIVE COUNTY MUTUAL INS	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ROY'S HAULING SERVICE, INC.
P.O. BOX 1896
EDINBURG, TEXAS 78540

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			CS02597106-01	11/30/2015	11/30/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 100,000 $ 5,000 $ 500,000 $ 1,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			03764240-2	05/24/2016	11/24/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S. HIGHWAY 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/06/2015

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: KRISTINA BALDERAS
SOUTH TEXAS SOLUTIONS P.O. BOX 1415 EDINBURG, TEXAS 78540	PHONE (A/C, No, Ext): 9563432206 FAX (A/C, No): E-MAIL ADDRESS: SOUTHTEXASSOLUTIONS@AOL.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TEXAS MUTUAL INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

ROY'S HAULING SERVICE, INC.
P.O. BOX 1896
EDINBURG, TEXAS 78540

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001296826	11/06/2015	11/06/2016	☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S. BUSINESS HIGHWAY 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-55046

Purchasing Department 18.
C. 2.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Elena Gomez, PURCHASING DEPT.
Submitted By: Elena Gomez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Approval to reject all bids received for AI-53868 and AI-53862 [CC of 04/05/16 w/NO ACTION taken on both items] for Hidalgo County Pct 2-Project #s 2016-056 "Purchase of One Used 2007 Asphalt Wheel Paver" and 2016-057 "Purchase of One used 2002 Rosco Maximizer" as RFB's 90 day period for holding bids for award has expired..

BACKGROUND

Department has been notified of Agenda Item

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No fiscal impact as project is not being awarded.

Attachments

Email to Dept on the 90 days
cover Letter for 2016-056
Cover Letter 2016-057
Exhibit A with 90 days Clause 2016-057
Exhibit A with 90 days Clause 2016-056

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/15/2016 03:15 PM
Budget & Management	Veronica Ortiz	06/15/2016 03:20 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Elena Gomez Started On: 06/13/2016 04:23 PM
Final Approval Date: 07/01/2016

Zimbra **elena.gomez@co.hidalgo.tx.us**

Re: 2016-056 "Purchase of 1 2007 Asphalt Wheel Paver" and 2016-057 "2002 Rosco Maximizer"

From : Elena Gomez <elena.gomez@co.hidalgo.tx.us> Mon, Jun 06, 2016 04:22 PM
Subject : Re: 2016-056 "Purchase of 1 2007 Asphalt Wheel Paver" and 2016-057 "2002 Rosco Maximizer"
To : Erika Zamora <erika.zamora@co.hidalgo.tx.us>
Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Good Afternoon, Erika

Need status on the Purchase of both projects:Hidalgo County Purchasing went out for bids back in March 16, 2016 to Purchase 2016-056 "Purchase of 1 2007 Asphalt Wheel Paver" and 2016-057 "2002 Rosco Maximizer" that Pct 2 was in need of but since the bids opening Mr. Armando Garza asked Purchasing Dept to table the Agenda until further notice, as you very well know that the 90 days to hold the bids is up June 14, 2016, we are waiting for further instructions from your dept.

Respectfully,

Elena Gomez, Procurement Process Coordinator

Hidalgo County Purchasing Dept.

2812 S Bus. Highway 281

Edinburg, Texas 78539

(956) 318-2626 x 4855

(956) 292-7612
elena.gomez@co.hidalgo.tx.us

----- Original Message -----
From: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>

To: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
Sent: Tuesday, May 17, 2016 9:31:04 AM
Subject: Re: 2016-056 "Purchase of 1 2007 Asphalt Wheel Paver" and 2016-057 "2002 Rosco Maximizer"

Good Morning, Erika

Just wanted to touch base of the Purchase of Used Asphalt Distributor and Paver, we are in the 90 days grace period to be able to hold on the RFB, do you know if Mr. Armando Garza still wants to hold off on the purchase?

Respectfully,

Elena Gomez, Procurement Process Coordinator

Hidalgo County Purchasing Dept.

2812 S Bus. Highway 281

Edinburg, Texas 78539

(956) 318-2626 x 4855

(956) 292-7612
elena.gomez@co.hidalgo.tx.us

----- Original Message -----
From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Cc: "Heidi Garcia Ortiz" <heidi.ortiz@co.hidalgo.tx.us>
Sent: Friday, April 1, 2016 5:44:44 PM
Subject: Re: 2016-056 "Purchase of 1 2007 Asphalt Wheel Paver" and 2016-057 "2002 Rosco Maximizer"

Elena, Armando Garza told me to hold off and find out how long we could hold the bids because they want to rent the machines first. You and Heidi talk to me on Monday about this. I had told Heidi about this already.
Thanks,
Marty

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

From: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
To: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, April 1, 2016 3:11:59 PM
Subject: 2016-056 "Purchase of 1 2007 Asphalt Wheel Paver" and 2016-057 "2002 Rosco Maximizer"

Good Afternoon, Erika

Can you please give me status on the 2 Heavy Equipment your department was going to Purchase. Ms. Heide was kind enough to place them on the Agenda for me last CC but she was asked to get the book value for both (see attached), but I understand they were both tabled.

Respectfully,

Elena Gomez, Procurement Process Coordinator

Hidalgo County Purchasing Dept.

2812 S Bus. Highway 281

Edinburg, Texas 78539

(956) 318-2626 x 4855

(956) 292-7612
elena.gomez@co.hidalgo.tx.us

----- Forwarded Message -----
From: purchasing@co.hidalgo.tx.us
To: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Friday, April 1, 2016 1:35:58 PM
Subject: Message from "RNP00267387E6A6"

This E-mail was sent from "RNP00267387E6A6" (MP C4503).

Scan Date: 04.01.2016 14:35:57 (-0400)
Queries to: purchasing@co.hidalgo.tx.us

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

February 29, 2016

_____

_____

_____

_____

Re: **HIDALGO COUNTY PCT 2**
Request for Bids - **"Purchase of One (1) Used 2007 Caterpillar Asphalt Wheel Paver"**
RFB No: 2016-056-03-16-MEG

Dear Gentlemen:

Enclosed please find a Request for Bids (RFB) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB 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/meg

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

February 29, 2016

_____

_____

_____

_____

Re: **HIDALGO COUNTY PCT 2**
Request for Bids - **"Purchase of one Used 2002 Rosco/Maximizer Asphalt Distributor"**
RFB No: 2016-057-03-16-MEG

Dear Gentlemen:

Enclosed please find a Request for Bids (RFB) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB 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/meg

Enclosures

SPECIFICATIONS AND REQUIREMENTS:

Hidalgo County is seeking to Purchase a (1) one used 2002 Maximizer 3 Asphalt Distributor in good working condition with the following requirements: As a onetime purchase with acquisition/evidence through a properly processed submitted requisition and/or Purchase Order.

- Freightliner FL70 with 85,000 Miles or less
- 12,800 or less Hours
- Air Conditioned Cab
- Automatic In-Cab Controls
- 2000 Gallon Asphalt Tank
- 8'-16' extendible spraybar
- 400 gpm viking asphalt pump
- Enviro flush clean out system.
- Unlimited technical support for 30 days
- Pre delivery overview and training (2-4) hours
- At least 1 year warranty on engine, drivetrain, all parts & labor.

STANDARD TERMS & CONDITION:

1. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

3. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

4. Any contract awarded to a successful bidder will be in effect until; **if and when applicable**
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

5. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

6. The Purchase Order will be awarded to the qualified responsible vendor(s) submitting the lowest and best bid on the product specified herein.

9 Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

10. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

11 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action. In cases of discrepancy between unit price and extension, the unit price shall govern.

12. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item**.**

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent**, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Monday MARCH 07, 2016 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. Wednesday MARCH 09, 2016.

SPECIFICATIONS AND SCOPE OF WORK/SERVICES:

Hidalgo County is seeking to Purchase a (1) one 2007 used Caterpillar Asphalt Wheel Paver in good working condition with the following requirements: As a onetime purchase with acquisition/evidence through a properly processed submitted requisition and/or Purchase Order.

- USED 2007 Caterpillar - CAT AP1000D Asphalt Wheel Paver with CAT AS2301 10'-18'
- Asphalt Screed
- 4,300 hours or less
- 80% Tires
- CAT C7 Acert 224HP engine
- Unlimited technical support for 30 days
- pre delivery overview and training (2-4) hours
- At least 1 year warranty on engine, drivetrain, hydraulic pumps, all parts & labor.

STANDARD TERMS & CONDITION:

1. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

3. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

4. Any contract awarded to a successful bidder will be in effect until; **If and when applicable**
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

5. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

6. The Purchase Order will be awarded to the qualified responsible Bidder or Bidders submitting the lowest and best bid on the product specified herein.

9 Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

10. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

11 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action. In cases of discrepancy between unit price and extension, the unit price shall govern.

12. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of

such item**.**

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

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   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
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   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

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4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine

any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent**, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

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AI-55207

Purchasing Department 18.
D. 1.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval of Supplemental Agreement No. 2 1 to "extend the term" of current Professional Engineering Services Agreement # C-13-178-08-20, in order to complete engineering services identified in Exhibit B (Services to be provided by the Engineer) and Exhibit C (Work Schedule) as submitted by L&G ENGINEERING for the purposes of "engineering services" for ongoing project: FM 2220 (Ware Road Project) within Hidalgo County Precinct No. 4, to expire August 18, 2018 (subject to compliance with HB1295 and/or HB23 when and if applicable).
B. Requesting approval of a "professional services agreement" #C-16-248-07-06 with Terracon Consultants, Inc. for the purposes of 'professional engineering services" for (job specific) project: “Mile 17 ½ (Paving & Drainage Improvements) within Hidalgo County Precinct No. 4 (subject to compliance with HB1295 and/or HB23 when and if applicable).

C. Requesting approval of Work Authorization No. 1 in the amount of ($ 13,760.00) from Terracon Consultants, Inc. for "professional engineering services" in connection to agreement# C-16-248-07-06 for (job specific) project: Mile 17 ½ (Paving & Drainage Improvements)within Hidalgo County Precinct No. 4.

D. Requesting approval of a "professional services agreement" #C-16-173-07-06 with Millennium Engineers Group, Inc. for the purposes of "Construction Material Testing / GEO Technical Services" for (job specific) project: “Alberta Drain" within Hidalgo County Precinct No. 4 (subject to compliance with HB1295 and/or HB23 when and if applicable).

E. Requesting approval of Work Authorization No. 1 in the amount of ($ 57,152.00) from Millennium Engineers Group, Inc. for "Construction Material Testing / GEO Technical Services" for (job specific) project: “Alberta Drain" within Hidalgo County Precinct No. 4.

BACKGROUND

SA2-L&G Engineering-C-13-178-08-20-Pct 4
Contract & WA1-C-16-248-07-06-Terracon Consultants Inc.-Pct 4
Contract & WA1-C-16-173-07-06-Millennium Engineers Group-Pct 4
Legals approval
HB 1295 forms submitted

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

*Budget Department will identify funding source for Terracon & Millennium Engineering Contracts...

Attachments

SA2-C-13-178-08-20-L&G Eng (Ware Rd Project)-Pct 4

Contract# C-16-248-07-06 & HB1295--Terracon Consultants Inc-Pct 4

WA1-Terracon-Pct 4

Contract # C-16-173-07-06 & HB 1295-Millennium Eng Group-Pct 4 (CMT&GEO Tech Svcs-Alberta Drain)

WA1-C-16-273-07-06-MEG (Alberta Drain) Pct 4

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Letty Saenz Started On: 06/27/2016 03:45 PM

Final Approval Date: 07/01/2016

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 2

TO AGREEMENT FOR PROFESSIONAL SERVICES
C-13-178-08-20

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 L&G Consulting Engineers, Inc. d/b/a **L&G Engineering**, Professional Engineers of, **Mercedes, Texas**, hereinafter called "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 20th day of August, 2013 concerning professional engineering services required for the FM 2220 (Ware Road) project from Mile 3 N. (FM 1924) to Mile 5 N. (FM 676) for Hidalgo County Precinct No. 4 hereinafter referred to as the project; and,

WHEREAS, Article 3, Section 3.1 of the **Agreement**, Period of Service, Termination Date, establishes the termination date of this agreement; and,

WHEREAS, it has become necessary to amend the Agreement in order to extend the termination date and allow time to complete all tasks as outlined in Exhibit "C" – Work Schedule.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Section of the Agreement, Article 3. Period of Service, 3.1Termination Date of the Agreement is amended as follows:

*Agreement is hereby amended to extend the termination date from **August 19, 2016** to **August 18, 2018** in order to complete the engineering services identified in Exhibit B – Services to be provide by the Engineer and Exhibit C – Work Schedule of the Agreement.*

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2016.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

Client: Hidalgo County Pct. #4

EXHIBIT C
Project Work Schedule
FM 2220 (Ware Rd)
From FM 1924 (Mile 3) to Mile 5 N (FM 676)
Length = 2.0 miles

TASK AND DESCRIPTION	ENTITY	2013					2014											
		AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Phase I: Project Development																		
Environmental Work																		
County Hires Eng Consultant for EA Work	County																	
TxDOT's First Public Meeting	TxDOT																	
TxDOT's Second Public Meeting	TxDOT																	
EA Document	L&G																	
Environmental Decision	TxDOT																	
ROW Map																		
ROW Map Development	L&G																	
Phase II: ROW Acq (Est. 60 Parcels)																		
TxDOT Release of ROW																		
ROW Release	TxDOT																	
ROW Acquisition																		
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																	
Compensable Utilities Adjustment																		
Adjust Utilities	L&G																	
Phase III: Construction																		
Project Letting																		
TxDOT Advertise for Letting	TxDOT																	
Let Project (Est. Earliest Date: August 2017)	TxDOT																	

2015												2016												2017											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

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:
2016-75655

Date Filed:
06/23/2016

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 services, goods, or other property to be provided under the contract.
C-13-178-08-20
Hidalgo Co. Pct. #4 - Ware Road Project (Mile 3 to Mile 5)

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

MARIE C. BUSTAMANTE
Notary Public, State of Texas
My Commission Expires
April 14, 2017

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 Jacinto Garza, this the 23rd day of June, 20 16, to certify which, witness my hand and seal of office.

Marie C. Bustamante — Marie C. Bustamante — Admin Asst.

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:
2016-75655

Date Filed:
06/23/2016

Date Acknowledged:
06/30/2016

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 services, goods, or other property to be provided under the contract.

C-13-178-08-20
Hidalgo Co. Pct. #4 - Ware Road Project (Mile 3 to Mile 5)

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-16-248-07-06

THIS AGREEMENT is made effective the **6th** day of **July, 2016** by and between **HIDALGO COUNTY, TEXAS,** ("County") and **Terracon Consultants, Inc.** of Pharr, Texas a Delaware Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"Construction Material Testing Services"** for **(job specific)** Project: **Mile 17½ (Paving & Drainage Improvements)** within **Hidalgo County Precinct No. 4** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services;

WHEREAS, from which "Professional Engineer" has been selected from the "Pool" of pre-qualified Engineers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in Exhibit "A" attached hereto and entitled "Services to be performed by County." Engineer agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **July 6, 2016,** and will expire **July 5, 2017** or *(upon completion of the scope of the work)* unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work

units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use provided however, Engineer shall not be liable for unauthorized use, reuse or modifications of its documents. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such

information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the 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 Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County 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:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the 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

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer 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 Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer 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. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies

Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The 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 tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Engineer 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, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in

writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Engineer:	**Terracon Consultants, Inc**. Attn: Jorge A. Flores, P.G./Principal/Office Manager 1506 Mid Cities Drive 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 addresses or, if mailed at such time as it is deposited in the United States mail.

25. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

26. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

28. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and

this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

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.

EXECUTED as of the day and year first written above.

Approved by Commissioners' Court on: _____ , 2016.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

ENGINEER:
TERRACON CONSULTANTS, INC.

By: _____

Printed Name Jorge A. Flores

Title: P.G., Principal / Office Manager

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT D-1	-Estimated Project Fee Schedule
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 1, 2016

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"***Professional Engineering Services-Construction Materials & Geo Technical Testing Pool***"
RFQ No.: 2016-003-02-17-HGO

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and 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, specification and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/hgo

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services – Geo-Technical &Construction Materials Testing"
(Including all funding sources, programs, and entities)

RFQ NO: 2016-003-02-17-HGO

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A - Requirements- Scope of Services, Additional specifications/Requirements	12
4.	Exhibit B - Evaluation Criteria and Evaluation Form	2
5.	Exhibit C - Insurance Requirements,	4
6.	Exhibit D-1 - Form CIQ - Conflict of Interest Questionnaire (Revised)	3
7.	Exhibit D-2 – Form CIS – Local Government Officer Conflicts Disclosure Statement	3
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, by U.S. Mail, or e-mail.

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

Acceptance Due Date: **February 17, 2016**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Heidi Garcia Ortiz, Buyer III
(956) 292-7000 Ext. 4877
heidi.ortiz@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing Pool", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) copies** of all qualifications and **eight (8) 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–2016-003-02-17-HGO - "HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing Pool",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, February 17, 2016.**

   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 figure 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:**

- Deliveries of goods and services will not be accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **"HIDALGO COUNTY (Including all funding sources, programs, and entities) *Professional Engineering Services-Construction Materials & Geo-Technical Testing Pool"*,**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**February 17, 2016**
Award of Contract:	2016
Commence Work or Deliver Products:	2016

16. HIDALGO COUNTY HOLIDAYS:

2016 YEAR	
New Year's Day	01/01/16
Martin Luther King Day	01/18/16
President's Day	02/15/16
Good Friday	03/25/16
Memorial Day	05/30/16
Independence Day	07/04/16
Labor Day	09/05/16
Columbus Day	10/10/16
Veteran's Day	11/11/16
Thanksgiving Day	11/24/16-11/25/16
Christmas Day	12/23/16-12/26/16
New Year's Eve	12/30/16

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, 2016, 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-1, 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 that 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 details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted 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. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

20. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §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, we have updated and revised our RFQ packet. In accordance with these requirements, 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 box 3 of Form 1295, you will provide the RFQ No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to Heidi.ortiz@co.hidalgo.tx.us. 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. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. ***HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.***

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) will be included in packet as Exhibit "D-2".

COMPLETION AND SUBMISSION OF FORM CIS IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. If, during the life of any contract or qualification awarded, the successful respondents' net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. 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.

23. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondents' 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.

24. 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 respondents' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful 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.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. County reserves the right to terminate contract immediately in the event of breach or default by successful respondent, or 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.

27. 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 arises

from an event or casualty happening 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 respondents' 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.

28. Successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for 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 items' nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful 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.

31. 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.

32. 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 nonconforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services
Construction Materials & Geo Technical Testing Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting March 16, 2016 and ending March 15, 2017. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statement of Qualifications for the provision of "PROFESSIONAL ENGINEERING SERVICE-CONSTRUCTION MATERIALS GEO TECHNICAL TESTING POOL" RFQ NO: 2016-003-02-17-HGO *Request* For Qualifications" as specified herein. Statement of Qualifications will be accepted until 9:30 A.M., Wednesday, February 17, 2016. 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 RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statement of qualification responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No. 2016-003-02-17-HGO,, "Professional Engineering Services - Geo-Technical & Construction Materials Testing", Opening Date of February 17, 2016 and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2016, 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-1", 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 that 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.

Completed Form CIQ must be submitted 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. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) WILL BE INCLUDED IN PACKET AS EXHIBIT "D-2".

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, provide 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 heidi.ortiz@co.hidalgo.tx.us BY NO LATER THAN Wednesday, February 10, 2016 at 5:00 p.m. Responses will be sent to all applicants by Friday, February 12, 2016. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals must be signed. Please sign the original in *blue ink*.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT (if applicable):
All selected and awarded firms are required, if applicable, to adhere to the Davis-Bacon Act.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will/may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the projects needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to three (3) pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in an appendix.** 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 five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction material testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to provide Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

CONSTRUCTION MATERIALS & GEO TECHNICAL TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. STAFFING OF PROJECT TEAM

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plan for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS

   The statement of qualifications shall include the following:

   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   ➢ Responsiveness to RFQ:
   - Response is Clear
   - Response is Well Organized
   - Easy to Evaluate
   - Appropriate to this RFQ.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:
Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2016-003-02-17-HGO

***This form is merely to be used as a guide for the used post ranking by commissioners' court only** Refer back to requirements page 8, negotiations process*

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2016-003-02-17-HGO

27	Laptop Computer Rental (w/ Printer)	$	/Mo.
28	Concrete Beam Breaker	$	/Day
29	Concrete Beam Breaker	$	/Wk
30	Concrete Beam Breaker	$	/Mo.
31	Vacuum Extractor	$	/Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC	
33	Miscellaneous Expenses	Cost +	%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**	
	SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$	Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$	Ea
Tex-104-E	Determination of Liquid Limit of Soils	$	Ea
Tex-105-E	Determination of Plastic Limit of Soils	$	Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$	Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$	Ea
Tex-108-E	Determination of Specific Gravity of Soils	$	Ea
Tex-110-E	Part I Sieves thru 40	$	Ea
	Part II Sieves thru 200	$	Ea
	Additional Sieves	$	Ea
Tex-111-E	Minus 200 Sieve Analysis	$	Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$	Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$	Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$	Ea
	Disturbed Soils and Base Materials (Part II)	$	Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$	Ea
Tex-128-E	Determination of Soil pH	$	Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$	Ea
	HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$	Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$	Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$	Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$	Ea
Tex-203-F	Sand Equivalent Test	$	Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2016-003-02-17-HGO

TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$ Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2016-003-02-17-HGO

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	ASPHALT SECTION	
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc...

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	TOTAL	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	TOTAL	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	TOTAL	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	TOTAL	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	
Comments/Rationale for points:	TOTAL	
	TOTAL SCORE:	

Project Name: _____

Department:: _____ _____

Firm/Participant: Name: _____ _____

Evaluator: _____ 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)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(I) a contract between the local governmental entity and vendor has been executed; or

(II) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. **Name of Local Government Officer.** Enter the name of the local government officer filing this statement.

2. **Office Held.** Enter the name of the office held by the local government officer filing this statement.

3. **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. **List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. **Affidavit.** Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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 any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public _____

My commission expires: _____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

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 "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D-1" - CIQ Form - Copy of County Clerk File Recording fee receipt

_____ Exhibit "D-2" – CIS Form – Copy of County Clerk File Recording fee receipt

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, three (3) copies and eight (8) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

June 10, 2016

Leticia H. Saenz, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539

Attn: Ms. Leticia Saenz
P: [956] 318 2626
E: leticia.saenz@co.hidalgo.tx.us

Re: Proposal for Materials Testing Services
Mile 17 1/2 (Paving & Drainage Improvements)
Mile 17 1/2 Road
McAllen, Texas
Terracon Proposal No.: P88161121

Dear Ms. Saenz:

Terracon Consultants, Inc. (Terracon) is pleased to submit this estimate for the construction materials testing services for the above referenced project. **We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.** We are presenting this proposal to confirm our understanding of the services to be performed for this project, to obtain written authorization to provide these services, and to present the estimated fee to provide these services. The following sections outline our understanding of the project and provide a description of the tasks to be performed.

A. PROJECT INFORMATION

A.1 Site Location

ITEM	DESCRIPTION
Location	The project site is located along Mile 17 ½ from Ware Road to West R.O.W. of HCID No. 1 Canal in McAllen, Texas.
Existing improvements	Developed and undeveloped land with existing paved and unpaved roads.
Current ground cover	Native grass, and soils.
Existing topography	Relatively flat and level.

A.2 Project Description

ITEM	DESCRIPTION
Pavements	Development will include construction of flexible pavements for the proposed new road.
Grading	Refer to civil grading plans.
Cut and fill slopes	Refer to civil plans.
Construction Type	Flexible pavement systems.

Should any of the above information be inconsistent with the planned construction please let us know so that we may make any necessary modifications to this proposal.

B. SCOPE OF SERVICES

Terracon will perform materials testing in general accordance with the project specifications. The time required for quality control testing during the construction phase on the project is directly related to the contractor's scheduling and performance. Therefore, our fee for materials testing and observation services will be based upon applicable unit prices and hourly rates. Our anticipated scope of services is as follows:

- Field density/moisture testing and laboratory evaluation of soils; and
- Field testing and laboratory evaluation of asphaltic concrete materials used during pavement construction.

Experienced field/laboratory personnel will be provided for testing services. All field/laboratory materials testing/inspection will be performed under the direction of a Texas Registered Professional Engineer. A detailed scope of services envisioned to complete the testing is as follows:

SOILS

The field services will be supported by appropriate laboratory evaluation of soils used as fill or backfill on the site. The laboratory testing will include laboratory moisture-density relationship (Proctor), with sieve analysis and Atterberg limits determinations for classification and/or determination of import fill suitability. Laboratory material evaluations will be conducted as specified for each type of soil encountered during fill placement. The testing will be performed to check compliance with project specifications. The project contractor and construction manager personnel on the site will be informed of our field observations and test results. Written reports of test results will be prepared on a regular basis throughout the project duration and distributed per your directive.

ASPHALT

Observations/testing will be performed by, or under the direction of TxDOT Level 1A and 1B certified engineering technicians or equivalent qualified engineering technicians on as requested basis during placement of asphalt at the project. The asphalt will be sampled and submitted to our laboratory for mix properties, asphalt content and aggregate grain size distribution to verify compliance with project specifications. Asphalt cores will confirm thickness and nuclear gauge density.

PROJECT MANAGEMENT

The project manager will be the point of contact for the project and his duties could include the following:

a) Attend construction meetings, on as scheduled basis
b) Review concrete mixes submitted, on as scheduled basis
c) Coordinate field and laboratory testing,
d) Communicate with Terracon field technicians, Contractor, and Owner's site representative,
e) Review laboratory and field test reports,
f) Control our budget and invoice.
g) Performing site visits to the project site.
h) Provide technical assistance.

C. COMPENSATION

We estimate the fee of our services to be **$13,760.** A breakdown of the fee is outlined in the attached Table 1. **Please recognize that this is an estimate**. We will only invoice for the actual services and required laboratory tests. In the event that construction activities do not require the time we have estimated, the fee will be lower than our estimated fee. If more services are required due to conditions such as scheduling, inclement weather, or retesting, this fee estimate may be exceeded.

If it becomes apparent to Terracon that the requested services cannot be performed within the estimated fee and proposed testing and observation quantities, we will submit a written request for a change order. Our estimated fee and any services due to change orders will be provided at the unit rates shown in Table 1.

Please be aware that we will be unable to distribute field and laboratory reports until a signed contract is received.

The applicable field rate will be invoiced for all hours worked, including travel time, report and sample preparation. Technician time will be invoiced on a portal-to-portal basis from our office. Overtime rates on 1.5 times the regular hourly rate will be charged for time worked outside normal workday hours of 8:00 am to 5:00 pm and over eight (8) hours per day, Monday through Friday and for hours worked on Saturday. Hours worked on Sunday or holiday will be invoiced at the rate of 2.0 times the regular hourly rates. A minimum of three (3)-hour charge will be invoiced per visit to the project site, Project Management/Clerical services will be invoiced on hours worked, unless otherwise noted on the attached Table 1. Hours will be rounded up to the next whole number.

Scheduling – It is the responsibility of the contractor or your designated representative to notify Terracon, in advance (minimum of 24 hour notice), for testing services required on this project. Our services will be performed on an as requested basis. Terracon will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to failure to schedule our services on the project. Scheduling for your convenience is handled by our Dispatcher (956) 283-8254.

Approval – If this Scope of Services meets with your approval, work may be initiated by returning an original copy of the **Agreement for Services** to our Pharr office. Project initiation may be expedited by emailing or faxing a copy of this signed **Agreement for Services** to (956) 283-8279. Unless requested otherwise, a hard copy of this proposal will not be mailed to you.

The terms, conditions and limitations stated in the **Agreement for Services** (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the proposal date.

We thank you for this opportunity to be of service, and we look forward to working with you on this project. If you have any questions, please contact one of the undersigned at (956) 283-8254.

Sincerely,
Terracon Consultants, Inc.
(Firm Registration: TX F3272)

Juan M. Borjon, P.E.
Senior Staff Engineer

Alfonso A. Soto, P.E., D.GE, F.ASCE
Principal

Enclosure(s): Table 1 Estimated Fee Summary
Agreement for Services
Distribution Sheet

EXHIBIT C

-Engineer Contract Rates

“Construction Material Testing" Engineering Hourly Fee Rates

Personnel:	Rate, Hour
Project Secretary	$45.00
Engineering Technician	$45.00
Administrative Secretary	$45.00
Senior Engineering Technician	$50.00
Laboratory/Field Supervisor	$50.00
CME Project Manager	$90.00
Graduate Engineer/Geologist/Scientist	$80.00
Project Engineer/Geologist/Scientist	$95.00
Principal Engineer, Senior Engineer/Scientist/Geologist	$150.00

EXHIBIT D-1

-Estimated Project Fee Schedule

TABLE 1
ESTIMATED FEE SUMMARY

Our fee estimate is in accordance with the time and tests performed as shown below.

SOILS

Estimate 150 hours field testing and observation @ $43/hour	$ 6,450
Estimate 3 standard proctors @ $200/test	$ 600
Estimate 1 modified proctors @ $200/test	$ 200
Estimate 4 Atterberg Limits @ $60/test	$ 240
Estimate 4 sieve analysis (-200) @ $60/test	$ 240
Estimate 130 nuclear density tests (every 300 linear feet at every 6" lift) @ $12/test	$ 1,560
Estimate 50 vehicle trips @ $20/trip	$ 1,000
Sub-Total (Soils)	*$ 10,290*

ASPHALT

Estimate 30 hours asphalt observation @ $43/hour	$ 1,290
Estimate 2 asphalt mix verification @ $250/test	$ 500
Estimate 10 asphalt cores @ $40/core	$ 400
Estimate 10 vehicle trips @ $20/trip	$ 200
Sub-Total (Asphalt)	*$ 2,390*
Project Manager 12 hours @ $90/hour	*$ 1,080*
Total Cost	*$ 13,760*

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
"Construction Material Testing"
MILE 17.5 (Paving & Drainage Improvements)
Agreement #C-16-248-07-06

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide_____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ 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 scope of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by **Hidalgo County Precinct No.4**, as to content and detail of this **Work Authorization No. ___ .**

HIDALGO COUNTY PRECINCT No. 4:

BY: _____
Hon. Joseph Palacios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201__.

THE ENGINEER:
TERRACON CONSULTANTS, INC.

By:_____
Raul Palma, P.E./President

THE OWNER:
HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ **20**___ concerning Engineering for_____ hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY) 6/17/2016

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1312893 TERRACON CONSULTANTS, INC. 1506 MID-CITIES DRIVE PHARR TX 78577	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lexington Insurance Company — 19437 INSURER B : Travelers Property Casualty Co of America — 25674 INSURER C : The Travelers Indemnity Company — 25658 INSURER D : INSURER E : INSURER F :

COVERAGES TERCO01 **CERTIFICATE NUMBER:** 10732019 **REVISION NUMBER:** XXXXXXX

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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	TC2J-GLSA-1118L293	1/1/2016	1/1/2017	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 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS	Y	N	TC2J-CAP-131J3858	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
C C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	TC2KUB131J374216 (AOS) TRKUB131J384616 (AZ,MA,WI) TC2KUB131J374216 (CA)	1/1/2016 1/1/2016 1/1/2016	1/1/2017 1/1/2017 1/1/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	PROFESSIONAL LIABILITY	N	N	26030216	1/1/2016	1/1/2017	$1,000,000 EACH CLAIM & $1,000,000 ANNUAL AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: COUNTY OF HIDALGO, CONSTRUCTION MATERIALS TESTING. COUNTY OF HIDALGO IS AN ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

10732019
HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS. 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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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:
2016-73384

Date Filed:
06/20/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Terracon Consultants, Inc.
Pharr, 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 services, goods, or other property to be provided under the contract.
C-16-248-07-05
Construction Materials Testing Services for Mile 17 1/2 (Paving and Drainage Improvements) within Hidalgo County Precinct 4

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cobb, Harold	Houston, TX United States	X	
Covert, Michael	Olathe, KS United States	X	
Pavlicek, Robert	Raleigh, NC United States	X	
Gaboury, David	Olathe, KS 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.

SYLVIA QUINONES
Notary Public, State of Texas
My Commission Expires
September 21, 2016

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jorge A. Flores, P.G., this the 21st day of June, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Sylvia Quinones Printed name of officer administering oath	Corporate Service Representative 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:
2016-73384

Date Filed:
06/20/2016

Date Acknowledged:
06/30/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Terracon Consultants, Inc.
Pharr, 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 services, goods, or other property to be provided under the contract.

C-16-248-07-05
Construction Materials Testing Services for Mile 17 1/2 (Paving and Drainage Improvements) within Hidalgo County Precinct 4

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cobb, Harold	Houston, TX United States	X	
Covert, Michael	Olathe, KS United States	X	
Pavlicek, Robert	Raleigh, NC United States	X	
Gaboury, David	Olathe, KS 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

Fwd: Juan Borjon has shared the folder 'Mile 17 1-2 (Paving & Drainage Improvements) Contract Attachments' with you.

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Thu, Jun 30, 2016 05:33 PM
Subject : Fwd: Juan Borjon has shared the folder 'Mile 17 1-2 (Paving & Drainage Improvements) Contract Attachments' with you.
To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

External images are not displayed. Display images below

Respectfully,

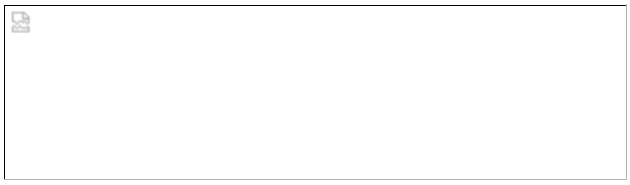
Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Raul Sesin" <raul.sesin@hcdd1.org>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>, "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>, "steven cruz" <steven.cruz@co.hidalgo.tx.us>, "Jose Ochoa" <jose.ochoa@co.hidalgo.tx.us>, "jorge gonzalez" <jorge.gonzalez@hcdd1.org>
Sent: Wednesday, June 15, 2016 4:09:24 PM
Subject: RE: Juan Borjon has shared the folder 'Mile 17 1-2 (Paving & Drainage Improvements) Contract Attachments' with you.

Good afternoon Ms. Lucio. We have reviewed the proposal submitted by Terracon for material testing on the subject project. The budgeted cost is in line with projects of similar scope. Therefore, we have no objection to moving forward with the award of the contract.

If we can be of further assistance, please advise.

Thank you.



From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Wednesday, June 15, 2016 9:44 AM
To: Raul Sesin <raul.sesin@hcdd1.org>
Cc: Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>; Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>; steven cruz <steven.cruz@co.hidalgo.tx.us>; Jose Ochoa <jose.ochoa@co.hidalgo.tx.us>
Subject: Re: Juan Borjon has shared the folder 'Mile 17 1-2 (Paving & Drainage Improvements) Contract Attachments' with you.
Importance: High

Good Morning Mr. Sesin,

As discussed, the following attachment is the proposal submitted by Terracon .

Re: Mile 17-Exhibit C

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Thu, Jun 30, 2016 05:33 PM

Subject : Re: Mile 17-Exhibit C 4 attachments

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : Raul Sesin <raul.sesin@hcdd1.org>, steven cruz <steven.cruz@co.hidalgo.tx.us>, Jose Ochoa <jose.ochoa@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, nick perez <nick.perez@co.hidalgo.tx.us>

Good Afternoon Ms. Letty,
Please proceed in placing the item on agenda (Mr. Sesin concurred with the cost on 6/15/16).
Thank you!

We will provide account/req first thing tomorrow, thank you!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Frances Villarreal" <Frances.Villarreal@terracon.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>, "maria lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "Juan M Borjon" <Juan.Borjon@terracon.com>
Sent: Thursday, June 30, 2016 11:27:12 AM
Subject: Mile 17-Exhibit C

Please find attached work authorization form along with exhibits.

Thank You,

Frances Villarreal
Dispatcher / Admin I / Materials
Terracon
1506 Mid-Cities Drive I Pharr, Texas 78577
O [956] 283.8254 I D [956] 588.2509 I M [956] 360.0205
frances.villarreal**@terracon.com** I **terracon.com**

þ Please consider the environment before printing this email ü

Terracon provides environmental, facilities, geotechnical, and materials consulting engineering services delivered with responsiveness, resourcefulness, and reliability.

Private and confidential as detailed here (www.terracon.com/disclaimer). If you cannot access hyperlink, please e-mail sender.

Exhibit C.pdf
5 KB

Exhibit B - Scope of Services.pdf
21 KB

Exhibit D - Proposal.pdf
17 KB

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review and Approve as to form-Prof Svcs Agreement-C-16-248-07-06-Terracon Consultants Inc-Pct 4

From : Steve Crain <scrain@atlashall.com> Fri, Jul 01, 2016 07:23 AM

Subject : RE: Review and Approve as to form-Prof Svcs Agreement-C-16-248-07-06-Terracon Consultants Inc-Pct 4

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, June 30, 2016 5:20 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Martha Salazar <martha.salazar@co.hidalgo.tx.us>; Maria Lucio <maria.lucio@co.hidalgo.tx.us>
Subject: Review and Approve as to form-Prof Svcs Agreement-C-16-248-07-06-Terracon Consultants Inc-Pct 4

Mr. Crain-

Please review and approve as to form agreement **#C -16-248-07-06** (attached hereto) with **Terracon Consultants, Inc.** for the purposes of "professional engineering services" for (job specific) project: "**Mile 17 (Paving & Drainage Improvements)"** within **Pct 4.**

*Note: will be placed on the next CC agenda for final approval.

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

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
"Construction Material Testing"
"MILE 17.5 (Paving & Drainage Improvements)"
Agreement # C-16-248-07-06

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Terracon Consultants, Inc.** professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide **"construction materials testing" for the Mile 17 ½ (Paving & Drainage improvements) Project.**

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **($13,760.00).** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article **/** Part/**Section 4** 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 scope of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by **Hidalgo County Precinct No.4**, as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY PRECINCT No. 4:

By: _____
Joseph Palacios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2016.

THE ENGINEER:
TERRACON CONSULTANTS, INC.

By:_____
Jorge A Flores, P.G./Principal

THE OWNER:
HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

A.2 Project Description

ITEM	DESCRIPTION
Pavements	Development will include construction of flexible pavements for the proposed new road.
Grading	Refer to civil grading plans.
Cut and fill slopes	Refer to civil plans.
Construction Type	Flexible pavement systems.

Should any of the above information be inconsistent with the planned construction please let us know so that we may make any necessary modifications to this proposal.

B. SCOPE OF SERVICES

Terracon will perform materials testing in general accordance with the project specifications. The time required for quality control testing during the construction phase on the project is directly related to the contractor's scheduling and performance. Therefore, our fee for materials testing and observation services will be based upon applicable unit prices and hourly rates. Our anticipated scope of services is as follows:

- Field density/moisture testing and laboratory evaluation of soils; and
- Field testing and laboratory evaluation of asphaltic concrete materials used during pavement construction.

Experienced field/laboratory personnel will be provided for testing services. All field/laboratory materials testing/inspection will be performed under the direction of a Texas Registered Professional Engineer. A detailed scope of services envisioned to complete the testing is as follows:

SOILS

The field services will be supported by appropriate laboratory evaluation of soils used as fill or backfill on the site. The laboratory testing will include laboratory moisture-density relationship (Proctor), with sieve analysis and Atterberg limits determinations for classification and/or determination of import fill suitability. Laboratory material evaluations will be conducted as specified for each type of soil encountered during fill placement. The testing will be performed to check compliance with project specifications. The project contractor and construction manager personnel on the site will be informed of our field observations and test results. Written reports of test results will be prepared on a regular basis throughout the project duration and distributed per your directive.

ASPHALT

Observations/testing will be performed by, or under the direction of TxDOT Level 1A and 1B certified engineering technicians or equivalent qualified engineering technicians on as requested basis during placement of asphalt at the project. The asphalt will be sampled and submitted to our laboratory for mix properties, asphalt content and aggregate grain size distribution to verify compliance with project specifications. Asphalt cores will confirm thickness and nuclear gauge density.

PROJECT MANAGEMENT

The project manager will be the point of contact for the project and his duties could include the following:

a) Attend construction meetings, on as scheduled basis
b) Review concrete mixes submitted, on as scheduled basis
c) Coordinate field and laboratory testing,
d) Communicate with Terracon field technicians, Contractor, and Owner's site representative,
e) Review laboratory and field test reports,
f) Control our budget and invoice.
g) Performing site visits to the project site.
h) Provide technical assistance.

C. COMPENSATION

We estimate the fee of our services to be **$13,760.** A breakdown of the fee is outlined in the attached Table 1. **Please recognize that this is an estimate**. We will only invoice for the actual services and required laboratory tests. In the event that construction activities do not require the time we have estimated, the fee will be lower than our estimated fee. If more services are required due to conditions such as scheduling, inclement weather, or retesting, this fee estimate may be exceeded.

If it becomes apparent to Terracon that the requested services cannot be performed within the estimated fee and proposed testing and observation quantities, we will submit a written request for a change order. Our estimated fee and any services due to change orders will be provided at the unit rates shown in Table 1.

Please be aware that we will be unable to distribute field and laboratory reports until a signed contract is received.

Exhibit C – Work Schedule

Terracon's work schedule is directly related to the contractor's scheduling and performance. It is the responsibility of the contractor or your designated representative to notify Terracon, in advance (minimum of 24 hour notice), for testing services required on this project. Our services will be performed on an as requested basis.

TABLE 1
ESTIMATED FEE SUMMARY

Our fee estimate is in accordance with the time and tests performed as shown below.

SOILS

Estimate 150 hours field testing and observation @ $43/hour	$ 6,450
Estimate 3 standard proctors @ $200/test	$ 600
Estimate 1 modified proctors @ $200/test	$ 200
Estimate 4 Atterberg Limits @ $60/test	$ 240
Estimate 4 sieve analysis (-200) @ $60/test	$ 240
Estimate 130 nuclear density tests (every 300 linear feet at every 6" lift) @ $12/test	$ 1,560
Estimate 50 vehicle trips @ $20/trip	$ 1,000
Sub-Total (Soils)	*$ 10,290*

ASPHALT

Estimate 30 hours asphalt observation @ $43/hour	$ 1,290
Estimate 2 asphalt mix verification @ $250/test	$ 500
Estimate 10 asphalt cores @ $40/core	$ 400
Estimate 10 vehicle trips @ $20/trip	$ 200
Sub-Total (Asphalt)	*$ 2,390*

Project Manager 12 hours @ $90/hour	*$ 1,080*
Total Cost	*$ 13,760*

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-16-173-07-06

THIS AGREEMENT is made effective the **6th** day of **June, 2016** by and between **HIDALGO COUNTY, TEXAS,** ("County") and **Millennium Engineers Group, Inc.** of Mercedes, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"GEO TECHNICAL"** and **"Construction Material Testing / GEO Technical Services"** for **(Job Specific) "Alberta Drain Project"** within **Hidalgo County Precinct No. 4** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services;

WHEREAS, from which "Professional Engineer" has been selected from the "Pool" of pre-qualified Engineers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in Exhibit "A" attached hereto and entitled "Services to be performed by County." Engineer agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **July 6, 2016,** and will expire **July 05, 2017** or *(upon completion of the scope of the work)* unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the 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 Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County 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:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables

by the 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

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer 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 Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer 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. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies

Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The 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 tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Engineer 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, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in

writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Engineer: **Millennium Engineers Group, Inc.**
Attn: Raul Palma, P.E./President/Chief GTE
5804 North Gumwood
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 addresses or, if mailed at such time as it is deposited in the United States mail.

25. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

26. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

28. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and

this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

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.

EXECUTED as of the day and year first written above.

Approved by Commissioners' Court on: _____ , 2016.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

ENGINEER:
MILLENNIUM ENGINEERS GROUP, INC.

By: _____

Printed Name Raul Palma

Title: P.E./President

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT D-1	-Estimated Project Fee Schedule
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 1, 2016

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"***Professional Engineering Services-Construction Materials & Geo Technical Testing Pool***"
RFQ No.: 2016-003-02-17-HGO

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and 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, specification and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/hgo

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services – Geo-Technical &Construction Materials Testing"
(Including all funding sources, programs, and entities)

RFQ NO: 2016-003-02-17-HGO

ITEM	DESCRIPTION	NO. OF PAGES
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2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A - Requirements- Scope of Services, Additional specifications/Requirements	12
4.	Exhibit B - Evaluation Criteria and Evaluation Form	2
5.	Exhibit C - Insurance Requirements,	4
6.	Exhibit D-1 - Form CIQ - Conflict of Interest Questionnaire (Revised)	3
7.	Exhibit D-2 – Form CIS – Local Government Officer Conflicts Disclosure Statement	3
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, by U.S. Mail, or e-mail.

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

Acceptance Due Date: **February 17, 2016**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Heidi Garcia Ortiz, Buyer III
(956) 292-7000 Ext. 4877
heidi.ortiz@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing Pool", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) copies** of all qualifications and **eight (8) 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–2016-003-02-17-HGO - "HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing Pool",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, February 17, 2016.**

   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 figure 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:**

- Deliveries of goods and services will not be accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **"HIDALGO COUNTY (Including all funding sources, programs, and entities) *Professional Engineering Services-Construction Materials & Geo-Technical Testing Pool"*,**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**February 17, 2016**
Award of Contract:	2016
Commence Work or Deliver Products:	2016

16. HIDALGO COUNTY HOLIDAYS:

2016 YEAR	
New Year's Day	01/01/16
Martin Luther King Day	01/18/16
President's Day	02/15/16
Good Friday	03/25/16
Memorial Day	05/30/16
Independence Day	07/04/16
Labor Day	09/05/16
Columbus Day	10/10/16
Veteran's Day	11/11/16
Thanksgiving Day	11/24/16-11/25/16
Christmas Day	12/23/16-12/26/16
New Year's Eve	12/30/16

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, 2016, 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-1, 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 that 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 details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted 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. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

20. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §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, we have updated and revised our RFQ packet. In accordance with these requirements, 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 box 3 of Form 1295, you will provide the RFQ No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to Heidi.ortiz@co.hidalgo.tx.us. 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. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. ***HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.***

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) will be included in packet as Exhibit "D-2".

COMPLETION AND SUBMISSION OF FORM CIS IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. If, during the life of any contract or qualification awarded, the successful respondents' net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. 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.

23. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondents' 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.

24. 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 respondents' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful 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.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. County reserves the right to terminate contract immediately in the event of breach or default by successful respondent, or 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.

27. 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 arises

from an event or casualty happening 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 respondents' 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.

28. Successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for 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 items' nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful 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.

31. 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.

32. 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 nonconforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services
Construction Materials & Geo Technical Testing Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting March 16, 2016 and ending March 15, 2017. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statement of Qualifications for the provision of "PROFESSIONAL ENGINEERING SERVICE-CONSTRUCTION MATERIALS GEO TECHNICAL TESTING POOL" RFQ NO: 2016-003-02-17-HGO *Request* For Qualifications" as specified herein. Statement of Qualifications will be accepted until 9:30 A.M., Wednesday, February 17, 2016. 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 RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statement of qualification responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No. 2016-003-02-17-HGO,, "Professional Engineering Services - Geo-Technical & Construction Materials Testing", Opening Date of February 17, 2016 and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2016, 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-1", 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 that 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.

Completed Form CIQ must be submitted 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. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) WILL BE INCLUDED IN PACKET AS EXHIBIT "D-2".

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, provide 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 heidi.ortiz@co.hidalgo.tx.us BY NO LATER THAN Wednesday, February 10, 2016 at 5:00 p.m. Responses will be sent to all applicants by Friday, February 12, 2016. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals must be signed. Please sign the original in *blue ink*.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT (if applicable):
All selected and awarded firms are required, if applicable, to adhere to the Davis-Bacon Act.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will/may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the projects needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to three (3) pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in an appendix.** 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 five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction material testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to provide Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

CONSTRUCTION MATERIALS & GEO TECHNICAL TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. STAFFING OF PROJECT TEAM

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plan for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS

   The statement of qualifications shall include the following:

   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   ➢ Responsiveness to RFQ:
   - Response is Clear
   - Response is Well Organized
   - Easy to Evaluate
   - Appropriate to this RFQ.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:
Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2016-003-02-17-HGO

***This form is merely to be used as a guide for the used post ranking by commissioners' court only** Refer back to requirements page 8, negotiations process*

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2016-003-02-17-HGO

27	Laptop Computer Rental (w/ Printer)	$	/Mo.
28	Concrete Beam Breaker	$	/Day
29	Concrete Beam Breaker	$	/Wk
30	Concrete Beam Breaker	$	/Mo.
31	Vacuum Extractor	$	/Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC	
33	Miscellaneous Expenses	Cost +	%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**	
	SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$	Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$	Ea
Tex-104-E	Determination of Liquid Limit of Soils	$	Ea
Tex-105-E	Determination of Plastic Limit of Soils	$	Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$	Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$	Ea
Tex-108-E	Determination of Specific Gravity of Soils	$	Ea
Tex-110-E	Part I Sieves thru 40	$	Ea
	Part II Sieves thru 200	$	Ea
	Additional Sieves	$	Ea
Tex-111-E	Minus 200 Sieve Analysis	$	Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$	Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$	Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$	Ea
	Disturbed Soils and Base Materials (Part II)	$	Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$	Ea
Tex-128-E	Determination of Soil pH	$	Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$	Ea
	HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$	Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$	Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$	Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$	Ea
Tex-203-F	Sand Equivalent Test	$	Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2016-003-02-17-HGO

TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$ Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2016-003-02-17-HGO

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	ASPHALT SECTION	
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc...

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	TOTAL	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	TOTAL	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	TOTAL	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	TOTAL	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	
Comments/Rationale for points:	TOTAL	
	TOTAL SCORE:	

Project Name: _____

Department:: _____ _____

Firm/Participant: Name: _____ _____

Evaluator: _____ 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)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(I) a contract between the local governmental entity and vendor has been executed; or

(II) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. **Name of Local Government Officer.** Enter the name of the local government officer filing this statement.

2. **Office Held.** Enter the name of the office held by the local government officer filing this statement.

3. **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. **List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. **Affidavit.** Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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 any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public _____

My commission expires: _____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

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 "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D-1" - CIQ Form - Copy of County Clerk File Recording fee receipt

_____ Exhibit "D-2" – CIS Form – Copy of County Clerk File Recording fee receipt

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, three (3) copies and eight (8) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing and Geo Technical Services for Hidalgo County Precinct No. 4 Alberta Drain Project, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

-Engineer Contract Rates

EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

SOILS AND AGGREGATE SECTION

Material Preparation Time (per hour)	$50.00
Atterberg Limits (each test)	70.00
Sieve Analysis	
Dry through No. 40 (each test)	55.00
Additional Sieves (each sieve)	12.00
Percent Passing No. 200 Sieve (each test)	45.00
Moisture Density Relationship	
Standard Proctor (each test)	200.00
Modified Proctor (each test)	215.00
TxDOT Proctor (each test)	215.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (min. 3, each test)	28.00
Depth Test (each test)	6.00
Wet Ball Mill (each test)	210.00
Determination of Optimum Lime Content	
PI Method – (each test)	275.00
Tex 121-E - (each test)	275.00
PH Method - (each test)	275.00
Additional Points (each point)	75.00
California Bearing Ratio (each test)	750.00
Additional Specimens (each specimen)	175.00
Small Moisture Content of Aggregates and Base (each test)	13.00
Large Moisture Content of Aggregates and Base (each test)	35.00
Linear Shrinkage (each test)	85.00
pH (each test)	80.00
Resistivity of Soils (each test)	90.00
Specific Gravity (each test)	75.00
Unit Weight (each test)	45.00
Soundness (each test)	500.00
Sulfate Content (each test)	80.00
Hydrometer (each test)	275.00

BITUMINOUS SECTION

Material Preparation Time (per hour)	$55.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test)	55.00
Additional Sieves (each sieve)	12.00

Sand Equivalent (each test)	75.00
Extraction & Gradation, Percent Asphalt (each test)	250.00
Asphalt Cores (each core)	60.00
Asphalt Core Density (each core)	40.00
Thickness of Cores (each core)	15.00
Theoretical Maximum Specific Gravity (each test)	60.00
Lab Density (each test)	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	75.00
Hveem Stability (each test)	105.00
Coring Rig (per day)	95.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test)	45.00
Molding Specimens (per set)	60.00

CONCRETE SECTION

Material Preparation Time (per hour)	$55.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test)	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test)	25.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder)	16.00
Strip & Hold Cylinder (each cylinder)	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam)	40.00
Strip & Hold Beam (each beam)	15.00
Concrete Cores By Circumference Area (Min. 100 sq. in.)	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core)	25.00
Thickness of Cores (each core)	15.00
Coring Rig (per day)	95.00
Portland Cement Concrete Design or other services	By Quote

MASONRY SECTION

Material Preparation Time (per hour)	$59.00
Grout Prism (each prism)	24.00
Mortar Prism (each prism)	24.00

SOIL EXPLORATION AND GEOTECHNICAL SERVICES

Drilled Borings	
In Soil, 0 – 50 feet (per foot)	$19.00
In Soil, 50 – 100 feet (per foot)	22.50
In Rock	By Quote
Non-Conventional Drilling	By Quote
Standard Penetration Test (each test)	12.00

Texas Cone Penetration Test (each test)	20.00
Shelby Tube Sampling (each test)	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile)	0.80
Standby Time, Rig plus 2 man crew (per hour)	200.00
Well Installation	By Quote
Technician To Log Soil Test Boring (per hour)	59.00
Field Coordination	
Field Engineer (per hour)	115.00
Utility Clearance (per hour)	70.00
Flagman (per hour)	59.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test)	45.00
Moisture Content (each test)	13.00
Grout Backfill (per foot)	5.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core)	100.00
Concrete/Asphalt Patch (per location)	75.00

TECHNICIAN SERVICES

Soil Engineering Technician (per hour) (Min. 2 Hrs)	$50.00
Concrete Engineering Technician (per hour) (Min. 2 Hrs)	55.00
Asphalt Engineering Technician (per hour) (Min. 2 Hrs)	55.00
Masonry Engineering Technician (per hour) (Min. 2 Hrs)	59.00
Senior Engineering Technician (per hour)	59.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Construction Inspection Engineering Technician Time (per hour)	59.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Engineering Specialist (per hour)	70.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 2 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs)	90.00

OTHER SERVICES

Vehicle Trip Charge (per trip) (within 25 miles of office)	$40.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office)	0.80
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour)	56.00
Other Services, Outside Services or Supplies	Cost + 15%
Test Reports (each report)	30.00
Clerical/Administrative (per hour)	50.00
Fax (per page)	1.00
Photocopies	
8 ½" x 11" (per page)	0.12

8 ½" x 14" (per page).....	0.15
11" x 17" (per page).....	0.20
Additional Insured (per request).....	200.00

PROFESSIONAL SERVICES

Principal Engineer (per hour).....	$165.00
Project Engineer (per hour).....	125.00
Staff Engineer (per hour).....	110.00

PROJECT MANAGEMENT AND COORDINATION OF SERVICES PROVIDED

Applied to each invoice of net services provided

Project Management (per hour).....	$75.00

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every two reports.

EXHIBIT D-1

-Estimated Project Fee Schedule

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Construction Materials Testing Proposal
Alberta Drain Project

☒SOILS SECTION

Task: Backfill Sample at Roadway (Per Trip, 8 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	50.00	125.00
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
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	-	596.25
Sub-Total (per task)	**8**	**596.25**	**4,770.00**

Task: Backfill density testing at Roadway (Per Trip, 60 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	50.00	125.00
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)	0.5	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	-	410.25
Sub-Total (per task)	**60**	**410.25**	**24,615.00**

Task: Flexible Base Sample at Roadway Trench (Per Sample, 2 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	50.00	125.00
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	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 sample)	1	-	651.25
Sub-Total (per task)	**2**	**651.25**	**1,302.50**

Task: Flexible Base density testing at Roadway Trench (Per Trip, 30 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	50.00	125.00
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	-	410.25
Sub-Total (per task)	**30**	**410.25**	**12,307.50**

SOILS Section Total **42,995.00**

☒CONCRETE SECTION

Task: Concrete testing at Spillway/Canal Riprap/Footing (Per Trip, 18 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Concrete Engineering Technician (hourly)	5	55.00	275.00
Slump Test (each)	1	20.00	20.00
Air Content, Pressure (each)	1	25.00	25.00
Concrete Compressive Strength Test	4	16.00	64.00
Vehicle trip charge (each)	2	40.00	80.00
Test Report (each)	2	30.00	60.00
Project Engineer (hourly)	1.0	125.00	125.00
Project Management (hourly)	0.5	75.00	37.50
Clerical (hourly)	2	50.00	100.00
Sub-Total (per trip)	1	-	786.50
Sub-Total (per task)	**18**	**786.50**	**14,157.00**

Concrete Section Total **14,157.00**

Total Estimated Cost **$57,152.00**

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
"Construction Material Testing / GEO Technical Services"
Agreement #C-16-173-07-06

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide_____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ 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 scope of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.4, Commissioner, Joseph Palacios, as to content and detail of this **Work Authorization No. ___ .**

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 _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201__.

THE ENGINEER:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Raul Palma, P.E./President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL
"CONSTRUCTION MATERIAL TESTING / GEO TECHNICAL SERVICES"

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ **20**___ concerning Engineering for_____ hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2016

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 STATE FARM INSURANCE ROBERT ELIZALDE, AGENT 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: ANDREA SALAZAR PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810 E-MAIL ADDRESS: ANDREA@ROBERTELIZALDE.COM
INSURED MILLENNIUM ENGINEERS GROUP, INC 5804 N GUMWOOD PHARR. TX 78577	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			159 6511-A19-53O	01/19/2016	07/19/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS (X)						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Highway Bus 281
Edinburg, Texas 78542

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

AHB R045

DATE (MM/DD/YYYY) 2/16/2016

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PRODUCER	CONTACT NAME:	
SUPERIOR ACCESS INS SRVC INC/PHS 181840 P:(866) 467-8730 F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Hartford Underwriters Ins Co	30104
INSURED	INSURER B :	
	INSURER C :	
MEG, INC. PO BOX 4569 EDINBURG TX 78540	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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? Y/N ☐ (Mandatory in NH)	N/A		72 WEC GY1880	10/16/2015	10/16/2016	X PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE- EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Hidalgo County
2812 S BUSINESS HIGHWAY 281
EDINBURG, TX 78542

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

Mac Mallon

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

AHB
R045

DATE (MM/DD/YYYY)
2/16/2016

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SUPERIOR ACCESS INS SRVC INC/PHS 181840 P:(866) 467-8730 F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Hartford Underwriters Ins Co	30104
INSURED	INSURER B :	
	INSURER C :	
MEG, INC. PO BOX 4569 EDINBURG TX 78540	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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? Y/N ☐ (Mandatory in NH)	N/A		72 WEC GY1880	10/16/2015	10/16/2016	X PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE- EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Hidalgo County
2812 S BUSINESS HIGHWAY 281
EDINBURG, TX 78542

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Mac Mallon

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/17/2016

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PRODUCER Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	CONTACT NAME: certs@fenner-esler.com PHONE (A/C, No, Ext): (201) 262-1200 FAX (A/C, No): (201) 262-7810 E-MAIL ADDRESS: jkosch@fenner-esler.com
INSURED Millennium Engineers Group, Inc. PO Box 4569 Edinburg TX 78540	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Amer. Casualty Co./Reading, PA — 20427 INSURER B: Continental Casualty Company — 20443 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: Master 15-16 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:	X		6011181339	11/22/2015	11/22/2016	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			6011181387	11/22/2015	11/22/2016	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	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					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional & Pollution Incident Liability			MCH288364872	12/12/2015	12/12/2016	Per Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured - Certificate Holder as respects general liability where required by written contract.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Highway Bus 281
Edinburg, Texas 78542

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy Esler/JEAN

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The ACORD name and logo are registered marks of ACORD

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:
2016-79256

Date Filed:
07/01/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Millennium Engineers Group, Inc.
Edinburg, 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 Precinct No 4

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 services, goods, or other property to be provided under the contract.
C-16-173-07-06
Construction Material Testing/GEO Technical Services "for (job Specific)" Alberta Drain Project

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.

MARTHA ALICIA TAPIA
Notary Public, State of Texas
My Commission Expires
March 21, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Andres Palma, P.E., this the 1 day of July, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Martha A. Tapia — Printed name of officer administering oath | Notary Public, State of Texas — 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
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Hidalgo County Precinct No 4

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C-16-173-07-06
Construction Material Testing/GEO Technical Services "for (job Specific)" Alberta Drain Project

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

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Re: Albert Drain - Materials Testing

From : Raul Sesin <raul.sesin@hcdd1.org> Thu, Jun 30, 2016 06:13 PM

Subject : Re: Albert Drain - Materials Testing

To : Maria Lucio <maria.lucio@co.hidalgo.tx.us>

Cc : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>, steven cruz <steven.cruz@co.hidalgo.tx.us>, Jose Ochoa <jose.ochoa@co.hidalgo.tx.us>, Areanna E. Yzaguirre <areanna.yzaguirre@co.hidalgo.tx.us>, Jorge Gonzalez <jorge.gonzalez@hcdd1.org>

Ms. Lucio the proposal is within acceptable ranges that we have seen for this type of service. This type of work is based on actual testing performed as the project progresses and we will continue to work with your office to make sure all testing is documented and accounted for.

We have no objection to Pct 4 moving forward with the proposal as submitted.

If you require anything else from us, please advise.

Raul E. Sesin, PE, CFM
HCDD 1 General Manager
Sent from my iPhone

On Jun 30, 2016, at 5:39 PM, Maria Lucio <maria.lucio@co.hidalgo.tx.us> wrote:

> Good Afternoon Mr. Sesin,
>
> As discussed, the following attachment is the proposal submitted by Millennium Engineers.
> Please review and make recommendations as needed, we will be placing the item on the next agenda thank you!
>
> Respectfully,
>
> *Lulu Lucio, CPM*
> Executive Assistant
> Hidalgo County Precinct #4
> Ph: 956- 292-7000 Ext. 4026
> Fax:956-381-5905
> maria.lucio@co.hidalgo.tx.us
>
> ---
>
> **From:** "Andres Palma, PE" <apalma@megengineers.com>
> **To:** "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
> **Cc:** "leticia saenz" <leticia.saenz@co.hidalgo.tx.us>, "rpalma" <rpalma@megengineers.com>
> **Sent:** Thursday, June 30, 2016 5:20:07 PM
> **Subject:** Albert Drain - Materials Testing
>
> <Contract.pdf>
>
> <Form and Insurances.pdf>
>
> <WA No. 1 Albert Drain.pdf>

Re: Albert Drain - Materials Testing

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Fri, Jul 01, 2016 10:32 AM

Subject : Re: Albert Drain - Materials Testing

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : steven cruz <steven.cruz@co.hidalgo.tx.us>, Jose Ochoa <jose.ochoa@co.hidalgo.tx.us>, Areanna E. Yzaguirre <areanna.yzaguirre@co.hidalgo.tx.us>, Jorge Gonzalez <jorge.gonzalez@hcdd1.org>, Raul Sesin <raul.sesin@hcdd1.org>, nick perez <nick.perez@co.hidalgo.tx.us>

Ms. Letty,
Please proceed and place the item on agenda, thank you!
Funding will be provided shortly

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Raul Sesin" <raul.sesin@hcdd1.org>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>, "steven cruz" <steven.cruz@co.hidalgo.tx.us>, "Jose Ochoa" <jose.ochoa@co.hidalgo.tx.us>, "Areanna E. Yzaguirre" <areanna.yzaguirre@co.hidalgo.tx.us>, "Jorge Gonzalez" <jorge.gonzalez@hcdd1.org>
Sent: Thursday, June 30, 2016 6:13:53 PM
Subject: Re: Albert Drain - Materials Testing

Ms. Lucio the proposal is within acceptable ranges that we have seen for this type of service. This type of work is based on actual testing performed as the project progresses and we will continue to work with your office to make sure all testing is documented and accounted for.

We have no objection to Pct 4 moving forward with the proposal as submitted.

If you require anything else from us, please advise.

Raul E. Sesin, PE, CFM
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Sent from my iPhone

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> Respectfully,
>
> *Lulu Lucio, CPM*
> Executive Assistant
> Hidalgo County Precinct #4
> Ph: 956- 292-7000 Ext. 4026
> Fax:956-381-5905
> maria.lucio@co.hidalgo.tx.us
>
> ---
>
> **From:** "Andres Palma, PE" <apalma@megengineers.com>

HIDALGO COUNTY

Professional Construction Materials Testing and Geo Technical Services
Agreement # C-16-173-07-05

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Testing / Geo Technical Services for the Alberta Drain project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $**57,152.00**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **1** shall be funded through funding source:
Account No. _____
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 4,** Commissioner, Joseph Palacios, as to 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 and effective as of 5th day of July, 2016.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Andres Palma, Manager

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A
-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing and Geo Technical Services for Hidalgo County Precinct No. 4 Alberta Drain Project, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Construction Materials Testing Proposal
Alberta Drain Project

☒SOILS SECTION

Task: Backfill Sample at Roadway (Per Trip, 8 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	50.00	125.00
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
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	-	596.25
Sub-Total (per task)	**8**	**596.25**	**4,770.00**

Task: Backfill density testing at Roadway (Per Trip, 60 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	50.00	125.00
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)	0.5	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	-	410.25
Sub-Total (per task)	**60**	**410.25**	**24,615.00**

Task: Flexible Base Sample at Roadway Trench (Per Sample, 2 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	50.00	125.00
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	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 sample)	1	-	651.25
Sub-Total (per task)	**2**	**651.25**	**1,302.50**

Task: Flexible Base density testing at Roadway Trench (Per Trip, 30 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	50.00	125.00
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	-	410.25
Sub-Total (per task)	**30**	**410.25**	**12,307.50**

SOILS Section Total **42,995.00**

☒CONCRETE SECTION

Task: Concrete testing at Spillway/Canal Riprap/Footing (Per Trip, 18 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Concrete Engineering Technician (hourly)	5	55.00	275.00
Slump Test (each)	1	20.00	20.00
Air Content, Pressure (each)	1	25.00	25.00
Concrete Compressive Strength Test	4	16.00	64.00
Vehicle trip charge (each)	2	40.00	80.00
Test Report (each)	2	30.00	60.00
Project Engineer (hourly)	1.0	125.00	125.00
Project Management (hourly)	0.5	75.00	37.50
Clerical (hourly)	2	50.00	100.00
Sub-Total (per trip)	1	-	786.50
Sub-Total (per task)	**18**	**786.50**	**14,157.00**

Concrete Section Total **14,157.00**

Total Estimated Cost **$57,152.00**

AI-55122

Purchasing Department 18.
E. 1.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Heidi Ortiz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(7)(A); items for which competition is precluded because of the existence of patents, copyrights, and covert processes;

B. Approval of a "Sole Source Declaration" for *"CALLYO 2009 CORP"* for the purchase of Callyo System and related services, software, virtual training, and accessories; including any present/future system upgrades and/or accessories to be used by HIDTA Task Force and other related Hidalgo County Law Enforcement Agencies (all funding sources) with said declaration to remain in effect while declaration is in place or until revoked by HCCC;

C. Approval for HIDTA Task Force to purchase the "Callyo Silver Package" through assigned requisition #00300782 in the amount of $2,750.00 as reflected on Proposal #N46521.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1252-412-00-270-012-0-761
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funding available as of 6/27/2016.

Attachments

Sole Source Letter
Sole Source Affidavit
1295 Acknowledged
CIQ
Proposal #N46521
Requisition Pending Approval
sole source

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/27/2016 11:16 AM
Budget & Management	Veronica Ortiz	06/27/2016 11:34 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Heidi Ortiz Started On: 06/16/2016 11:39 AM

Final Approval Date: 07/01/2016

Sole Source

To Whom It May Concern: January 13th, 2015

For your information and for the puropses of completing your prospective purchase of the Callyo™ System, we can advise that Callyo 2009 Corp. is the sole source vendor, world-wide, for the Callyo™ System. Callyo's specialized technology includes the following proprietary services for investigators, which are not offered in whole by any competing vendor:

Virtual Investigation Phone (VIP) – Recorded Virtual Phone Numbers
Multiple Patents Pending and Issued

- Local, toll-free and international numbers
- Selection of city, state and number provider
- 3-way controlled calls initiated by the agent
- Up to 20 simultaneous live call & SMS monitors
- Recording audio while the phone is ringing
- Self-service virtual numbers in under 3 minutes
- Automatic case file spreadsheet generation
- Web based or mobile app account access
- Instantly available, securely hashed recordings
- Human call transcription and translation

T3 - Device Number Intercept
Patent Pending

Mobile Bug – Cellular-Based Body Wire
Multiple Patents Pending and Issued

- Works on any phone. Smartphone not required
- Audio is transmitted over Voice, not Data
- Live GPS tracking while monitoring audio
- Transmitter can be changed instantly from field
- Turn any phone into a recorded wire in minutes
- Unlimited distance and number of listeners
- Worldwide. International service available
- Listen from any phone or a web browser

Callyo Locate – Advanced Geo-Location Services
Multiple Patents Pending

- Device location by direct carrier ping, not app
- Locate feature phones (not just smartphones)

Callyo for Skype™ – Record Skype Audio, Video and Chat Messages

If you should have any questions relative to this subject, do not hesitate to contact me.



CHRIS BENNETT
Callyo 2009 Corp.
Email: chris@callyo.com

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Liz Wilson a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Liz Wilson. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Callyo 2009 Corp
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): Callyo ; covert phone technology
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature: Liz Wilson

SWORN AND SUBSCRIBED TO under oath before me on 16 day of June, 2016

Notary Public

Nelson Ferreira
Printed Name

1/26/18
My Commission Expires

Nelson Ferreira
State of Florida
My Commission Expires 01/26/2018
Commission No. FF 86303

Company Name: Callyo 2009 Corp
Address, City, State & Zip Code: 402 N Division St Carson City NV 89703
Phone Number: 866-800-1236 Fax: 727-824-0727
Contact Name and Title: Liz Wilson / Office Manager
WEB Address: www.callyo.com Email: liz@callyo.com
Federal Tax ID Number: 27-5470905 Texas Sales Tax Number:

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:
2016-71766

Date Filed:
06/16/2016

Date Acknowledged:
06/16/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Callyo 2009 Corp
Carson City, NV 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 services, goods, or other property to be provided under the contract.

2016-261-06-20-HGO
Mobile Technology for Law Enforcement

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:
2016-71766

Date Filed:
06/16/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Callyo 2009 Corp
Carson City, NV 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 services, goods, or other property to be provided under the contract.

2016-261-06-20-HGO
Mobile Technology for Law Enforcement

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.

Nelson Ferreira
State of Florida
My Commission Expires 01/26/2018
Commission No. FF 86303

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Elizabeth Wilson, this the 16 day of June, 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
	Nelson Ferreira	Notary Public

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NO conflict to report

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 P. Kellett

Signature of vendor doing business with the governmental entity

June 16, 2016

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PROPOSAL #N46521

Billing Address:	Callyo 2009 Corp. 200 2nd Avenue S. #143 St. Petersburg, FL 33701
TIN:	27-5470905
DUNS:	969239529

Hidalgo District Attorney - HIDTA Task Force

Account Manager:	DeeDee Kellett
Phone:	469-425-2000
Email:	deedee@callyo.com

Proposal Created: June 17th, 2016
Valid Until: September 14th, 2016
Performance Period: 7/1/2016 – 6/30/2017

Description	Months	Unit Price	Quantity	Total
Callyo Silver Package		$2,750.00	1	$2,750.00

Note: 6 Unlimited Lines/2 Audio Accessories/1500 Feature Credits for MMS and VIP Call Monitors/Web Based Training* *Can be upgraded to In-Person for Discounted Rate of $750

This is not an invoice

Total: **$2,750.00**

Requisition

Req # 00300782

PO #

Date: 06/17/16

Bill To: x
x

Vendor : 444766
CALLYO 2009 CORP
CALLYO
402 N DIVISION ST
CARSON CITY NV 89703
FAX (727)824-0727

Ship To: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

Contact: C. TREVINO
956-381-0444

Contract No:

Special Instructions:
152

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	CALLYO SILVER PACKAGE FOR THE HIDTA TASK FORCE OFFICE. (NOTE: PACKAGE INLCUDES 6 LINES, 1,500 FEATURE CREDITS, VIRTUAL TRAINING, 2 AUDIO ACCESSORIES.	2,750.00	2,750.00
		Account No	Encumbrance	
		6-1252-412-00-270-012-0-761	2,750.00	
			Freight	.00
			Total	2,750.00
		SOLE SOURCE VENDOR		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: July 6, 2016

RE: "Sole Source Declaration" – CALLYO 2009 CORP.

Hidalgo County HIDTA Task Force requires the purchase of Callyo system and related services and accessories for the purpose of covert mobile telephone conversation recording and monitoring.

Callyo 2009 Corp. is the sole source vendor, worldwide, for the Callyo system and related services, virtual training, and accessories. Callyo 2009 Corp has multiple patents awarded and filed for Virtual Investigation Phones, Mobile Bugs, 3-Way Controlled Calls, T3 Consensual Device Number Intercept, Skype Recording and Carrier-Based Device Geolocation. This specialized technology is not available from any other source.

The Callyo System is a web based technology software system which is able to create virtual telephone numbers which automatically record conversation between undercover agent and sources or targets. The technology works on any phone; smart phone is not required. The authorized agent dials the Mobile Bug Number to initiate the wireless transmission; the authorized listeners are required to enter a secret pin; at the tone, agent will state name then press the # button and the recording has begun. The agents' phone then becomes the wire with no audio delay, unlimited listeners, unlimited distance, live GPS and team location, with high-quality recordings. Playback recordings are available immediately from any device.

Law enforcement records calls by Virtual Investigation Phones (VIP). A Callyo VIP is a second number added to an existing phone that records your investigation automatically, thus eliminating the purchase of new phones. This also eliminates the necessity, and cost, of purchasing burner phones and digital recorders for each undercover investigation. Team is able to monitor calls live as they are happening. With the consent of the cooperator, law enforcement officers are able to monitor live calls between caller and suspect from anywhere by enabling 3-Way Controlled Call. Detective dials the Callyo VIP number and records a preempt message; detective enters the phone numbers of the caller and the suspect; suspect receives an ordinary phone call displaying the number of the caller; detective monitors their conversation (muted) while the call is being recorded. This enables the officers to conduct controlled calls where the recipients are completely unaware that they are being monitored and/or recorded but the consent of the cooperator remains intact. All classified call recordings are stored securely and available for immediate playback.

Callyo Locate finds any phone, any time. Law enforcement, through consensual intercept is able to track and confirm the location of confidential informants as well as protect victims and high-value targets by keeping tabs on them. If an officer becomes unresponsive law enforcement is able to track and locate missing officer with real-time GPS device.

Therefore, Hidalgo County HIDTA Task Force requires the purchase of Callyo system, related services, virtual training, and accessories with services to be rendered according to Hidalgo County Purchasing Policies. Services to include if necessary, all other related Hidalgo County Law Enforcement Agencies. (from all funding sources).

This Sole Source Declaration is to remain in effect unless otherwise revoked by Hidalgo County Commissioners Court.

AI-55291

Purchasing Department 18.
F. 1.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Approval to "rescind" (action CC on 05/17/16-Regular AI-54596) for approval of contract #C-16-106-05-17 with Galls, LLC for the purposes of: Bullet Proof Vests (Soft Body Armor) for Hidalgo County;

B. Acceptance and approval of "revised" agreement# C-16-106-07-06 with Galls, LLC for the purposes of: Bullet Proof Vests (Soft Body Armor) for Hidalgo County.

BACKGROUND

CC minutes 05/17/16
Revised Agreement-C-16-106-07-06-Galls, LLC
Legals approval

Fiscal Impact

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

BUDGETARY IMPACT:

ACCT. #: 6-1100-421-00-280-001-0-660
ACCT. #: 6-1100-421-00-291-001-0-660
ACCT. #: 6-1100-421-00-294-001-0-660
ACCT. #: 6-1100-421-00-293-001-0-660

Attachments

contract # C-16-106-07-06-Galls, LLC-Bullet Proof Vest (SBA)
legals approval of revised agreement
CC mins 05/17/16-Galls

Form Review

Inbox	Reviewed By	Date

Purchasing Department	Marty Salazar	07/01/2016 03:13 PM
Budget & Management	Veronica Ortiz	07/01/2016 03:34 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Letty Saenz Started On: 07/01/2016 02:14 PM

Final Approval Date: 07/01/2016

REQUIREMENTS AGREEMENT
C-16-106-07-06

THIS AGREEMENT (the "Agreement") is entered into effective as of the **6th** day of **July, 2016** by and between **GALLS, LLC** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** including for the **"Purchase of New Bulletproof Vests (Soft Body Armor)" (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **two (2) years** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements a copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo Buyer projects for a period of **two (2) years**, with the County's sole option to extend/renew for an additional two (2) one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Buyer also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. The initial term of this Contract shall commence on **MAY 25, 2016** and expire on **MAY 24, 2018**, and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Product required. The Product shall be delivered by Buyer to the location in Hidalgo Buyer specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **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 this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of 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.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **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 Buyer, Texas. The parties hereby consent to personal jurisdiction in Hidalgo Buyer, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by 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 Buyer: Hidalgo County
Attn: Ramon Garcia, County Judge
100 East Cano, 2nd Floor, (Administration Bldg.)
Edinburg, Texas 78539

If to Seller: **Galls, LLC**
Attn: Michael Wessner, CEO
1340 Russell Cave Road
Lexington, KY 40505

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.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

i. **Assignment.** This Agreement shall not be assignable, sold, transferred or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit “C”, which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

p.. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Buyer.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved by Commissioner's Court: _____, 2016

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

BUYER:
COUNTY OF HIDALGO

By:_____
Ramon Garcia, Buyer Judge

ATTEST:

_____
Arturo Guajardo Jr., Buyer Clerk

SELLER: GALLS, LLC

By:_____

Printed Name: Michael Wessner

Title: CEO

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

April 18, 2016

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"BULLET PROOF VEST (Soft Body Armor)"**
Bid No: 2016-106-05-04-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

We have **updated** our RFB packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.
Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY
"Bullet Proof Vest (Soft Body Armor)"
RFB NO: 2016-106-05-04-SGS
Commodity Code: 680-08

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	19
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	2
8.	Vendor/Bidder Application and W-9 form	6
09.	Certification Regarding Debarment	1
10.	Draft Requirements Agreement	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

April 18, 2016
Date

Bid No.: 2016-106-05-04-SGS	Buyer II: Sandy Suarez	Tele. No: (956)318-2626 ext 4860

REQUEST FOR BIDS

HIDALGO COUNTY
"BULLET PROOF VEST (soft body amor)"

BID OPENING DATE: MAY 04, 2016 @ 9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – BULLET PROOF VEST (SOFT BODY AMOR)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2016-106-05-04-SGS HIDALGO COUNTY – BULLET PROOF VEST (SOFT BODY AMOR)"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MAY 04, 2016.**

   NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.:2016-106-05-04-SGS HIDALGO COUNTY - BULLET PROOF VEST (SOFT BODY AMOR)".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY- BULLET PROOF VEST (SOFT BODY AMOR)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on the invoice.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Attn: Accounts Payable
  2808 So. Business Hwy 281
  Edinburg, Texas 78539
  (956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**MAY 04, 2016**
Award of Contract	2016
Commence Work or Deliver Products	2016

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any

decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §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, we have updated and revised our RFB packet. In accordance with these requirements, 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 box 3 of Form 1295, you will provide the RFB Project No. (i.e. 2016-106), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in

the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us. 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. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. ***HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.***

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a

successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents must provide all documentation requested with this (RFB) –Request for Bid in their response (except for the CIQ form if NOT APPLICABLE). Failure to provide this information may result in rejection of the RFB as noncomforming.

Bid
For
HIDALGO COUNTY
"BULLET PROOF VEST (SOFT BODY AMOR)"
RFB NO.: 2016-106-05-04-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

INTRODUCTION:

Hidalgo County is currently soliciting to contract a qualified vendor that meets or exceeds all specification/requirements, terms and conditions for the purchase of Bulletproof Vests (body armors) on an "**As Needed Basis**". The product specification details the style and quality of **concealable soft bulletproof vests (body armor) and carriers;** intended for use by **male and/or female** County Law Enforcement personnel. The vests shall be worn comfortably while being concealed under a shirt. All vests shall provide resistance against labeled projectile penetration while reducing resultant blunt trauma and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vests with applicable options and colors as ordered for both male and female personnel.
ALL VESTS MUST BE ON AN **LEVEL II AND IIIA BULLETPROOF VESTS (soft body armor).**

Any enhancements to vests, in order to improve performance of vests, will be accepted as long as they are in compliance & approved by the National Institute of Justice (NIJ) STD 0101.06/ NIJ 2006 National Law Enforcement Technology Center (NLETC).

AX-SERIES-LEVEL II VESTS

1. **SCOPE**

The concealable body armor shall meet the NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements, Threat Level II. Bids based on body armor models made by manufacturers must be clearly identified as such, and bidders must include **full product description**, a complete bid sample, male and female, drawings and/or photographs, technical specifications.

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency in entirely on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with the requirements of NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements for Type II armor, shall be submitted under this specification.

Bids with multiple models, as alternates will be rejected.

2. **SILENCE OF SPECIFICATIONS**

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

3. **PROTEST**

Any protest based on the selection and performance criteria of this specification will be disregarded.

4. **APPLICABLE DOCUMENTS**

The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.

1. National Institute of Justice, NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements, Ballistic Resistance of Police Body Armor
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2000 Certification.

Requirements of this specification shall take precedence over the above referenced standards and specifications.

5. **PURCHASE REQUIREMENT**

The successful bidder must be a recognized wholesaler/retailer, who maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday or have a sales representative made available to measure at each County Department.

6. **SPECIFIC QUANTITY**

Hidalgo County has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.

7. **DESIGN REQUIREMENTS**

The Intended use of the soft body armor detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment.
The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level II.
2. High degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering and color changes.

5. Provide resistance against the labeled projectiles in accordance with the NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements.

8. GENERAL DESIGN

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level II, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and concealment. The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Two removable/replaceable elastic shoulder straps and four removable/replaceable elastic waist straps with hook and pile fasteners shall provide proper positioning and comfort. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain conceal ability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles. The outer shell carriers shall include front and rear 5"x8"/ 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. In addition, unless otherwise stated, the maximum gap at each side shall be two inches.

Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.

Panels shall be equipped with an integral self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of soft body armor shall include the following, but not limited to:

1. One (1) set of ballistic panels.
2. Integral Self Suspending Ballistic System (SSBS).
3. Four (4) removable/replaceable 4 point 2" elastic waist straps.
4. One (1) complete washable Carrier System, in color.
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) trauma reduction inserts.
7. Two (2) removable/replaceable shoulder straps.

9. ADDITIONAL COMPLETE CARRIER SYSTEM

Selected Colors: tan, black or navy blue only

1. Integral Self Suspending Ballistic System (SSBS).
2. Smart-fabric technology
3. Flexible to contour body
4. Moisture Management System
5. Internal zipper closure
6. Four (4) removable/replaceable 4 point 2" elastic waist straps
7. Two (2) removable/replaceable shoulder straps
8. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
9. Compliant to NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements

10. BALLISTIC PANEL MATERIALS

All materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall be constructed of a matrix of woven Aramid fabric, Aramid UD and polyethylene UD. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality woven Aramid fabric, Aramid and UD polyethylene.

11. PANEL CONSTRUCTION

All vests, which are submitted, shall represent armor, which in layer count, is uniform throughout the ballistic panel. Accordingly, any ballistic panel, which is not uniform, in layer count, throughout the entire ballistic package, shall be rejected.

It is the intent of Hidalgo County to procure the lightest weight, best performing personal armor available in relation to areal density, therefore, a vest section of 12" x 12" (one square foot), must not exceed 12.6 oz. (.79 lbs.) per square foot for NIJ level II.

12. BALLISTIC PANEL PERFORMANCE

V50 Performance

Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements. The V 50 test shall be against clay backing. V 50 reports, which

represent testing without clay backing, shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing; failure to provide certification shall be cause for rejection.

Test reports submitted by the bidder shall reflect the following minimum test results for a 12.6 oz. (.79 lbs.) per square foot test sample.

Bid submissions, which do not meet this requirement, will be rejected.

13. LABELING

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor and/or carrier.

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ STD. 0101.06/NIJ 2006 Interim Requirements. The ballistic panel & carrier labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions
9. Date issued
10. Manufacture Location
11. Warranty Period

14. BALLISTIC PANEL COVER MATERIAL (Heat Sealed)

Each ballistic panel shall be covered in 100% weldable Nylon 210D double wall Ripstop with TPU.
Hidalgo County recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, the department is aware that high degrees of "moisture Vapor Transmission" (MVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be considered.** Hidalgo County will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellant treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. Hidalgo County will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW –24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 1/	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 1/	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 1/	ASTM D751

** *Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.*

15. VEST OUTER CARRIER MATERIAL

Removable Carrier

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of an active moisture management system. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Micro-Fiber (equal to or better) with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). **No substitutes will be accepted.**

Including the following, but not limited too:
1. The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.
2. Removable cummerbund.
3. Carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrinkage.
4. The outer side of the carrier shall be manufactured from first quality Micro-Fiber (equal to or better) and have a Soil Resistant Finish (SRF).
5. All fabrics shall have no visible fabric or color flaws.
6. The outer shell shall incorporate ThorShield™ technology to provide protection against Taser® devices and other similar types of electro-muscular disruption shock weapons.

16. **QUALITY CONTROL**

The awarded vendor must maintain an ANSI/ISO/ ASQ Q9001-2000 Certification quality program. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F and NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662F. Every vest panel manufactured shall be inspected for material defects and proper ply counts. Every vest panel manufactured shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re-inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

17. **SERIAL NUMBERS**

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial numbershall be traceable to an Incoming material lot test and ballistic panel lay-up lot test.

18. **LOT TESTING**

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on clay backing which meets the requirements of NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements for backing material.

19. **MEASUREMENTS AND FITTING:**

Custom Measuring

Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall be fit for within a two-inch (2") gap between panels during the initial custom fitting.
2. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.

Female sizes are determined based on individual measurements, including bust size.

20. **FIT AND ALTERATION POLICY**

The vendor shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

21. **WARRANTIES:**

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty (30) calendar day of notification.
5. County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods.

22. **PACKAGING**

All soft body armor shall be packaged and shipped consistent with good commercial practices. Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

23. **DOCUMENTATION**

The following documents, certifications, test-reports and samples must be included with the vendor's bid. Failure to submit the following shall be cause for rejection:

1. Models made by manufacturers must be clearly identified and shall include the following:
   a. Full product description.
   b. Complete bid sample, male and female.
   c. Drawings and/or photographs.
   d. Technical specifications.
2. NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements certification and test reports from an accredited laboratory for the vest being certified.
3. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing. V50 test reports must be submitted for the ballistic package for both NIJ calibers for that class.

4. Quality Control Procedures.
    a. Incoming materials
    b. Lay-up configuration
    c. In-process configuration
    d. Testing verification
    e. Inspection of ballistic panel stitching
    f. Random final product inspection and continuous in-process surveillance
    g. Quality Assurance training and indoctrination
5. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
6. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

Technical Specifications
Level II
Concealable Armor

AX-LEVEL II VESTS

Level II – AX**II (Male)** weight is .63 pounds per square foot for male. Thickness is 0.18 inches.
Level II – **AXIIF (Female)** weight is .63 pounds per square foot for female. Thickness is 0.18 inches.

Protection Level Specifications

Threat 1 – Low Caliber

Model / Test ID #	Cert Size (C1-C5)	New 9mm v50 (fps / mps)		Conditioned 9mm v50 (fps / mps)		New 9mm BFS (mm / in)		Conditioned 9mm BFS (mm / in)	
AXII	C1	**1794**	547	**1659**	506	**31.62**	1.24	**30.85**	1.21
	C5					**30.93**	1.22	**26.53**	1.04
AXIIF	C1	**1783**	543	**1725**	526	**31.98**	1.26	**30.45**	1.20
	C5					**28.58**	1.13	**23.92**	0.94

Threat 2 – High Caliber

Model / Test ID #	Cert Size (C1-C5)	New 357mag v50 (fps / mps)		Conditioned 357mag v50 (fps / mps)		New 357mag BFS (mm / in)		Conditioned 357mag BFS (mm / in)	
AXII	C1	**1761**	537	**1565**	477	**36.47**	1.44	**36.00**	1.42
	C5					**31.20**	1.23	**29.85**	1.18
AXIIF	C1	**1734**	529	**1678**	511	**37.33**	1.47	**34.52**	1.36
	C5					**32.67**	1.29	**28.65**	1.13

Special Threats testing (v50fps)

Model	357 Sig 125gr SIG GDHP (Clay)	9mm 127gr SXT (Clay)	2gr RCC	4gr RCC	16gr RCC	64gr RCC
AXII	1799	1636	2572	2355	2007	1739

AX SERIES- LEVEL IIIA VESTS

1. SCOPE

The soft body armor system shall meet the NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements, Threat Level IIIA. Bids based on body armor models made by manufacturers must be clearly identified as such, and bidders must include full product description, a complete bid sample, male and female, drawings and/or photographs, technical specifications.

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency in entirely on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with the requirements of NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements for Type IIIA armor, shall be submitted under this specification.
Bids with multiple models, as alternates will be rejected.

2. SILENCE OF SPECIFICATIONS

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

3. PROTEST

Any protest based on the selection and performance criteria of this specification will be disregarded.

4. APPLICABLE DOCUMENTS

The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.

1. National Institute of Justice, NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements, Ballistic Resistance of Police Body Armor
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2000 Certification.

Requirements of this specification shall take precedence over the above referenced standards and specifications.

5. PURCHASE REQUIREMENTS

The successful bidder must be a recognized wholesaler/retailer, who maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday or have a sales representative made available to measure at each County Department.

6. SPECIFIC QUANTITY

Hidalgo County has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.

7. DESIGN REQUIREMENTS

The Intended use of the soft body armor system detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment or as the ballistic inserts in a tactical outer garment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level IIIA.
2. A high degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering and color changes.
5. Provide resistance against the labeled projectiles in accordance with the NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements.

8. GENERAL DESIGN

The ballistic panels of soft body armor system meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor system shall be designed for regular daily wear, as an undergarment or in a tactical garment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level IIIA, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and

mobility.

1. CONCEALABLE DESIGN

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level IIIA, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and concealment The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Two removable/replaceable elastic shoulder straps and four removable/replaceable elastic waist straps with hook and pile fasteners shall provide proper positioning and comfort. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain conceal ability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles. The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts. The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. In addition, unless otherwise stated, the maximum gap at each side shall be two inches.

Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.

Panels shall be equipped with an integral self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of soft body armor shall include the following, but not limited to:

1. One (1) set of ballistic panels.
2. Integral Self Suspending Ballistic System (SSBS).
3 Four (4) removable/replaceable 4 point 2" elastic waist straps.
4. One (1) complete washable Carrier System.
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) trauma reduction inserts.
7. Two (2) removable/replaceable shoulder straps.

9. ADDITIONAL COMPLETE CARRIER SYSTEM

Selected Colors: tan, black or navy blue only

1. Integral Self Suspending Ballistic System (SSBS)
2. Smart-fabric technology
3. Flexible to contour body.
4. Moisture Management System
5. Internal zipper closure
6. Four (4) removable/replaceable 4 point 2" elastic waist straps.
7. Front and Rear 5"x8" / 8"x10" Combo pockets.
8. Two (2) removable/replaceable shoulder straps
9. Compliant to NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements

10. BALLISTIC PANEL MATERIALS

All materials shall be new, unused and without flaws that affect appearance, durability and function.
the ballistic panels shall be constructed of a matrix of woven Aramid fabric, Aramid and Polyethylene UD. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality woven Aramid fabric, Aramid and polyethylene UD.

11. PANEL CONSTRUCTION

All vests, which are submitted, shall represent armor, which in layer count, is uniform throughout the ballistic panel. Accordingly, any ballistic panel, which is not uniform, in layer count, throughout the entire ballistic package, shall be rejected.

It is the intent of Hidalgo County to procure the lightest weight, best performing personal armor available in relation to areal density, therefore, a vest section of 12" x 12" (one square foot), must not exceed 14.4oz. (.90 lbs.) per square foot for NIJ level IIIA. (+/- 5%)

12. BALLISTIC PANEL PERFORMANCE

V50 Performance

Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements. The V 50 test shall be against clay backing. V 50 reports, which represent

testing without clay backing, shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing; failure to provide certification shall be cause for rejection.

Test reports submitted by the bidder shall reflect the following minimum test results for a 14.4oz. (.90 lbs.) per square foot test sample. (+/- 5%). Bid submissions, which do not meet this requirement, will be rejected.

13. LABELING

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements. The ballistic panel & carrier labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions
9. Date issued
10. Manufacture Location
11. Warranty Period

14. BALLISTIC PANEL COVER MATERIAL (Heat Sealed)

Each ballistic panel shall be covered in 100% weldable Nylon 210D double wall Ripstop with TPU.
Hidalgo County recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, The County is aware that high degrees of "moisture Vapor Transmission" (MVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be considered. Hidalgo County** will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellant treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. Hidalgo County will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW –24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 1/	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 1/	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 1/	ASTM D751

** *Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.*

15. VEST OUTER CARRIER MATERIAL

Removable Carrier

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of an active moisture management system. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Micro-Fiber (equal to or better) with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). **No substitutes will be accepted.** Including the following, but not limited too:

1. The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.
2. Removable cummerbund.
3. Carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrinkage.
4. The outer side of the carrier shall be manufactured from first quality Micro-Fiber (equal to or better), and have a Soil Resistant Finish (SRF).
5. All fabrics shall have no visible fabric or color flaws.
6. The outer shell shall incorporate ThorShield technology to provide protection against Taser devices and other similar types of electro-muscular disrutpion shock weapons.

16. QUALITY CONTROL

The awarded vendor must maintain an ANSI/ISO/ ASQ Q9001-2000 Certification quality program. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F and NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662F.
Every vest panel manufactured shall be inspected for material defects and proper ply counts. Every vest panel manufactured shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

17. SERIAL NUMBERS

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

18. LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on clay backing which meets the requirements of NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements for backing material.

19. MEASUREMENTS AND FITTING:

Concealable Custom Measuring

Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall be fit for within a two-inch (2") gap between panels during the initial custom fitting.
2. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.

Female sizes are determined based on individual measurements, including bust size.

20. FIT AND ALTERATION POLICY

The vendor shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

21. WARRANTIES:

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty(30) calendar days of notification.
5. County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods.

22. PACKAGING

All soft body armor shall be packaged and shipped consistent with good commercial practices. Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

23. DOCUMENTATION

The following documents, certifications, test-reports and samples must be included with the vendor's bid. Failure to submit the following shall be cause for rejection:

1. Models made by manufacturers must be clearly identified and shall include the following:
    a. Full product description.
    b. Complete bid sample, male and female.
    c. Drawings and/or photographs.
    d. Technical specifications.
2. NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements certification and test reports from an accredited laboratory for the vest being certified.
3. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing. A V50 test reports must be submitted for the ballistic package for both NIJ calibers for that class.
4. Quality Control Procedures.

a. Incoming materials
b. Lay-up configuration
c. In-process configuration
d. Testing verification
e. Inspection of ballistic panel stitching
f. Random final product inspection and continuous in-process surveillance
g. Quality Assurance training and indoctrination

5. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
6. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

Technical Specifications
Level IIIA
Concealable /Tactical Armor System

SERIES AX-LEVEL IIIA VESTS

Level IIIA - **AXIIIA-** (male) weight is .87 pounds per square foot for male. Thickness is .20 inches.
Level IIIA - **AXIIIAF** (female) weight is .87 pounds per square foot for female. Thickness is .20 inches.

Protection Level Specifications:

Threat 1 – Low Caliber

Model / Test ID #	Cert Size (C1-C5)	New 357 Sig v50 (fps / mps)		Conditioned 357 Sig v50 (fps / mps)		New 357 Sig BFS (mm / in)		Conditioned 357 Sig BFS (mm / in)	
AXIIIA	C1	**1870**	570	**1855**	566	**29.76**	1.17	**30.60**	1.20
	C5					**28.31**	1.11	**29.42**	1.16
AXIIIAF	C1	**1884**	574	**1882**	574	**31.03**	1.22	**27.65**	1.09
	C5					**27.77**	1.09	**27.70**	1.09

Threat 2 – High Caliber

Model / Test ID #	Cert Size (C1-C5)	New 44mag v50 (fps / mps)		Conditioned 44mag v50 (fps / mps)		New 44mag BFS (mm / in)		Conditioned 44mag BFS (mm / in)	
AXIIIA	C1	**1745**	532	**1770**	540	**39.18**	1.54	**40.30**	1.59
	C5					**33.81**	1.33	**36.08**	1.42
AXIIIAF	C1	**1744**	532	**1711**	522	**38.88**	1.53	**36.38**	1.43
	C5					**35.41**	1.39	**33.48**	1.32

Special Threats testing (v50 fps)

Model	FBI Compliant	DEA	2gr RCC	4gr RCC	16gr RCC	17 gr. FSP	64gr RCC	CLAY/AIR
AXIIIA	Yes	Yes	**2880**	**2601**	**2099**	**N/A**	**1772**	Clay
			3074	**2721**	**2306**	**2114**	**1876**	Air

A-SERIES-LEVEL IIIA VESTS

1. SCOPE

The soft body armor system shall meet NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements, for Threat Level IIIA. Bids based on body armor models made by manufacturers must be clearly identified as such, and bidders must include full product description, a complete bid sample, male and female, drawings and/or photographs, technical specifications.

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency in entirely on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with NIJ Standard 0101.06, Ballistic Resistance of Police Body Armor and NIJ 2006 Interim Requirements for Type IIIA armor, shall be submitted under this specification. No exceptions.

Bids with multiple models, as alternates will be rejected.

2. SILENCE OF SPECIFICATIONS

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

3. PROTEST

Any protest based on the selection and performance criteria of this specification will be disregarded.

4. APPLICABLE DOCUMENTS

The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.

1. National Institute of Justice, Standard NIJ-STD-0101.06, Ballistic Resistance of Police Body Armor / NIJ 2006 Interim Requirements
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2000 Certification

Requirements of this specification shall take precedence over the above referenced standards and specifications.

5. PURCHASE REQUIREMENTS

The successful bidder must be a recognized wholesaler/retailer, who maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday or have a sales representative made available to measure at each County Department.

6. SPECIFIC QUANTITY

Hidalgo County has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.

7. DESIGN REQUIREMENTS

The Intended use of the soft body armor system detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment or as the ballistic inserts in a tactical outer garment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level IIIA.
2. A high degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering and color changes.
5. Provide resistance against the labeled projectiles in accordance with the NIJ Standard 0101.06. / NIJ 2006

8. GENERAL DESIGN

The ballistic panels of soft body armor system meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor system shall be designed for regular daily wear as an undergarment or in a tactical garment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level IIIA, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and mobility for both male and female Conty Law Enforcement personnel.

1. CONCEALABLE DESIGN

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level IIIA, (2) durability, (3) ease of

cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and concealment The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Two removable/replaceable elastic shoulder straps and four removable/replaceable elastic waist straps with hook and pile fasteners shall provide proper positioning and comfort. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain conceal ability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles. The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. In addition, unless otherwise stated, the maximum gap at each side shall be two inches.

Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.

Panels shall be equipped with an integral self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of soft body armor shall include the following, but not limited to:

1. One (1) set of ballistic panels.
2. Integral self suspending ballistic system (SSBS).
3. Removable 4 point 2" elastic waist straps
4. One (1) complete washable Carrier System
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) Trauma Reduction insert.

9. ADDITIONAL COMPLETE CARRIER SYSTEM

Selected Colors: tan, black or navy blue only

1. Integral self suspending ballistic system (SSBS).
2. Smart-fabric Technology
3. Flexible to contour body
4. Moisture Management System
5. Internal zipper closure
6. Removable 4 point 2" elastic waist straps
7. Two (2) removable/replaceable shoulder straps
8. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
9. Compliant to NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements

10. BALLISTIC PANEL MATERIALS

All materials shall be new, unused and without flaws that affect appearance, durability and function.
The ballistic panels shall be constructed of a fabric matrix of Woven Aramid and UD Polyethylene. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality Aramid UD, Woven Para-Aramid fabric, and Polyethylene UD.

11. PANEL CONSTRUCTION

All vests, which are submitted, shall represent armor, which in layer count, is uniform throughout the ballistic panel. Accordingly, any ballistic panel, which is not uniform, in layer count, throughout the entire ballistic package, shall be rejected.

It is the intent of Hidalgo County to procure the lightest weight, best performing personal armor available in relation to Areal density, therefore, a vest section of 12" x 12" (one square foot) must not exceed 14.0 oz. (.88 lbs.) per square foot for NIJ level IIIA. Sample weights are (+/- 5%).

12. BALLISTIC PANEL PERFORMANCE

V50 Performance

Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ Standard 0101.06 test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ Standard 0101.06. The V 50 test shall be against clay backing. V50 reports, which represent testing without clay backing, shall be rejected. Vendor shall provide written certification that all V50 testing is accomplished with clay backing; failure to provide certification shall be cause for rejection. Test reports submitted by the bidder shall reflect the following minimum test results for a 14.0 oz. (.88 lbs.) per square foot test sample. Blunt trauma reduction is an important aspect of armor design. Sample weights are (+/- 5%). Blunt trauma reduction is also an important aspect of armor design.

13. LABELING

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.
All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements. The ballistic panel & carrier labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ-0101.06 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions
9. Date issued
10. Manufacture Location
11. Warranty Period

14. BALLISTIC PANEL COVER MATERIAL (Heat Sealed)

Each ballistic panel shall be covered in 100% weldable Nylon 200D double wall Ripstop with TPU.
This department recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, the department is aware that high degrees of "Moisture Vapor Transmission" (MVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be considered.** This department will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellant treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. This department will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW –24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 1/	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 1/	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 1/	ASTM D751

** *Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.*

15. CONCEALABLE VEST OUTER CARRIER MATERIAL

Removable Carrier

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of, but not limited to: a smooth fit micro-fiber with an active moisture management system and an anti-Microbial bacteria, mold and mildew deterrent. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Micro-Fiber (equal to or better) with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts, with a removable cummberbund.

The outer-shell shall incorporate ThorShield™ technology to provide protection against TASER® devices and other similar types of Electro-Muscular Disruption (EMD) shock weapons. Outer shells that do not incorporate ThorShield™ technology will not be accepted.

Department(s) will accept Equal to or Better upon approval of all participating departments. (The body armor carrier **must** protect the officer from any electronic shock weapon.)

Carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrinkage. The outer side of the carrier shall be manufactured from first quality Micro-Fiber (equal to or better) and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

16. QUALITY CONTROL

The awarded vendor must maintain an ANSI/ISO/ ASQ Q9001-2000 Certification quality program. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F and NIJ Standard 0101.06. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662F with exception of using a clay backing conditioned in accordance with the requirements of NIJ 0101.06.

Every vest panel manufactured shall be inspected for material defects, proper ply counts, and for proper ballistic panel stitching. Covers and accessories shall be re-inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

17. SERIAL NUMBERS

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

18. LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on clay backing which meets the requirements of NIJ Standard 0101.06 for backing material.

19. MEASUREMENTS AND FITTING:

Concealable Custom Measuring

Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall be fit for within a two-inch (2") gap between panels during the initial custom fitting.
2. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.

Female sizes are determined based on individual measurements, including bust size.

20. FIT AND ALTERATION POLICY

The manufacturer shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

21. WARRANTIES:

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty (30) calendar days of notification.

County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods

22. PACKAGING

All soft body armor shall be packaged and shipped consistent with good commercial practices.

Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

23. DOCUMENTATION

The following documents, certifications, test-reports and samples must be included with the vendor's bid. Where one manufacturer is bidding through multiple vendors, the manufacturer may submit the appropriate paperwork on behalf of all vendors. Failure to submit the following shall be cause for rejection:

1. Models made by manufacturers must be clearly identified and shall include the following:
    a. Full product description.
    b. Complete bid sample, male and female.
    c. Drawings and/or photographs.
    d. Technical specifications.

2. NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements certification and test reports from an accredited laboratory for the vest being certified.

3. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing.
    a. V50 test reports must be submitted for the ballistic package for both NIJ calibers for that class.
4. Quality Control Procedures.

    a. Incoming materials
    b. Lay-up configuration
    c. In-process configuration
    d. Testing verification
    e. Inspection of ballistic panel stitching
    f. Random final product inspection and continuous in-process surveillance
    g. Quality Assurance training and indoctrination

5. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
6. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

Technical Specifications
A Series -Level IIIA (NEW ITEM)

Concealable/Tactical Armor System

LEVEL IIIA VESTS

Level IIIA - **AXBIIIA (male)** weight is .79 pounds per square foot for male. Thickness is .19 inches.
Level IIIA - **AXBIIIAF (female)** weights are .79 pounds per square foot female. Thickness is .19 inches.

Protection Level Specifications

Threat 1 - Low Caliber

Model / Test ID #	Cert Size (C1-C5)	New 357 Sig v50 (fps / mps)		Conditioned 357 Sig v50 (fps / mps)		New 357 Sig BFS (mm / in)		Conditioned 357 Sig BFS (mm / in)	
AXBIIIA	C1	**1863**	568	**1821**	555	**31.02**	1.22	**29.98**	1.18
	C5					**26.34**	1.04	**26.83**	1.06
AXBIIIAF	C1	**1882**	574	**1911**	583	**28.94**	1.14	**27.60**	1.09
	C5					**25.21**	.99	**23.23**	.91

Threat 2 - Heavy Caliber

Model / Test ID #	Cert Size (C1-C5)	New 44mag v50 (fps / mps)		Conditioned 44mag v50 (fps / mps)		New 44mag BFS (mm / in)		Conditioned 44mag BFS (mm / in)	
AXBIIIA	C1	**1713**	522	**1688**	515	**38.03**	1.50	**36.47**	1.44
	C5					**34.78**	1.37	**32.62**	1.28
AXBIIIAF	C1	**1791**	546	**1732**	528	**36.78**	1.45	**36.37**	1.43
	C5					**35.71**	1.41	**31.70**	1.25

1. TERMS, CONDITIONS and OTHER REQUIREMENTS:

1. TERM OF CONTRACT is for two (2) year period with County's option to extend the contract for an additional year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County reserves the right to seek purchases for **"bulletproof vests (soft body armors)"** from State Contracts whenever it is in the best interest to do so.

4. The insurance requirements for this project is general liability and automotive insurance workers compensation will be required if the bidder will be utilizing company owned delivery truck (s) for delivery. (Refer **to Exhibit "C" for limits).**

5. The contract for this project will be used by any Hidalgo County Law Enforcement Departments.

6. All purchases of bulletproof vests (soft body armor) and additional complete washable Carrier System will be on **"an as needed basis"** only. There is **no guarantee** on purchasing volume. Selected Colors: tan, black or navy blue only

7. Hidalgo County reserves the right to purchase additional complete carriers systems on "as needed basis" for the replacement of worn or torn carriers. Selected Colors: tan, black or navy blue only

8. Awarded vendor will deliver the bulletproof vests (soft body armors) within thirty (30) to sixty (60) days from orders being placed.

9. The awarded vendor will have a representative made available to measure any and/or all participating county departments.

10. Vendor must submit one (1) sample bulletproof vest male or female per level per option (at least a total of four (4) samples) at no charge to the county with the bid for review and inspection by the Hidalgo County. Arrangements will be made with the vendor to return all bulletproof vests (soft body armors) at Vendor's expense. **No charges** will be passed on to the County.

11. All bid prices for items shall take into consideration shipping and handling costs (all extra charges), on bulletproof vests (soft body armors) and any other items mentioned in the specifications as part of the **fixed item price.**

12. Hidalgo County reserves the right to award to **MULTIPLE** vendors if the County determines it is in its best interest to do so.

13. Prices must be firm for the entire contract period and each consecutive contract period.

14. Contract award will be on an **"all or none basis"**.

15. Any contract awarded to a successful bidder will be in effect until;
    A.) The contract expires
    B.) Delivery acceptance of products and/or performance of services ordered, or
    C.) Terminated by County with thirty (30) day's written notice prior to be cancellation

16. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County

17. Award of contract will be to the responsible bidder who submits the lowest and best bid.

18. Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

19. **PRE-BID CONFERENCE WILL BE HELD: Monday, April 25, 2016 @ 1:30 p.m., at the HIDALGO COUNTY PURCHASING DEPARTMENT'S CONFERENCE ROOM. We encourage all interested participatants to attend.**

3. ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Sandy Suarez, Buyer II, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES - will be accepted via email to: sandy.suarez@co.hidalgo.tx.us , no later than, Monday, April 25, 2016 at 5:00 P.M. Responses to said inquiries will be sent to all applicants via e-mail by **no later than Wednesday, April 27, 2016 at 5:00 P.M**

HIDALGO COUNTY
"Bulletproof Vests (soft body armor)"
BID NO. 2016-106-05-04-SGS

BID PAGE

Internal use only: Commodity Code-680-08

VESTS SIZES	AX SERIES LEVEL II				A SERIES – LEVEL IIIA	
	AXII	ADDITIONAL COMPLETE CARRIER SYSTEM	AXIIIA	ADDITIONAL COMPLETE CARRIER SYSTEM	AXBIIIA	ADDITIONAL COMPLETE CARRIER SYSTEM
MEN SM TO XL	$	$	$	$	$	$
2XL TO 6XL	$	$	$	$	$	$
WOMEN	AXIIF	ADDITIONAL COMPLETE CARRIER SYSTEM	AXIIIAF	ADDITIONAL COMPLETE CARRIER SYSTEM	AXBIIIAF	ADDITIONAL COMPLETE CARRIER SYSTEM
SM TO XL	$	$	$		$	$
2XL TO 6XL	$	$	$	$	$	$

NOTE: THE BID PRICE SHOULD INCLUDE ALL FEES.

HIDALGO COUNTY
"Bulletproof Vests (soft body armor)"
BID NO. 2016-106-05-04-SGS

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

EMAIL:_____

CITY/STATE/ZIP CODE:_____

AUTHORIZED SIGNATURE:_____

PRINT NAME:_____

TITLE:_____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in plaior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”

BID PAGE

HIDALGO COUNTY
"Bulletproof Vests (soft body armor)"
BID NO. 2016-106-05-04-SGS

BID PAGE

Internal use only: Commodity Code-680-08

VESTS SIZES	AX SERIES LEVEL II				A SERIES – LEVEL IIIA	
	AXII	ADDITIONAL COMPLETE CARRIER SYSTEM	AXIIIA	ADDITIONAL COMPLETE CARRIER SYSTEM	AXBIIIA	ADDITIONAL COMPLETE CARRIER SYSTEM
MEN						
SM TO XL	$ 659.00	$ 95.00	$ 755.00	$ 95.00	$ 790.00	$ 95.00
2XL TO 6XL	$659.00	$ 95.00	$ 755.00	$ 95.00	$ 790.00	$ 95.00
WOMEN	AXIIF	ADDITIONAL COMPLETE CARRIER SYSTEM	AXIIIAF	ADDITIONAL COMPLETE CARRIER SYSTEM	AXBIIIAF	ADDITIONAL COMPLETE CARRIER SYSTEM
SM TO XL	$ 659.00	$ 95.00	$ 755.00	95.00	$ 790.00	$ 95.00
2XL TO 6XL	$ 659.00	$ 95.00	$ 755.00	$ 95.00	$ 790.00	$ 95.00

NOTE: THE BID PRICE SHOULD INCLUDE ALL FEES.

OPENED
9:40 5-4-16

Witnessed

HIDALGO COUNTY
"Bulletproof Vests (soft body armor)"
BID NO. 2016-106-05-04-SGS

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: Galls, LLC

ADDRESS: 1340 Russell Cave Rd.

EMAIL: hauswald-rob@galls.com

CITY/STATE/ZIP CODE: Lexington, KY 40505

AUTHORIZED SIGNATURE:

PRINT NAME: Michael Wessner

TITLE: CEO

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

9/30/2016

DATE (MM/DD/YYYY)
5/11/2016

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 Lockton Companies 195 Scott Swamp Road, Suite 201 Farmington CT 06032 860-678-4000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Liberty Insurance Corporation	42404
INSURER C : Indian Harbor Insurance Company	36940
INSURER D : Chubb Custom Insurance Company	38989
INSURER E :	
INSURER F :	

INSURED
1345090 Galls, LLC
1340 Russell Cave Road
Lexington KY 40505

COVERAGES **CERTIFICATE NUMBER:** 14048363 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	N	TB7-Z11-261104-035	9/30/2015	9/30/2016	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS X Comp: $1,000 X Coll: $1,000	N	N	AS2-Z11-261104-025	9/30/2015	9/30/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	SXS0046676	9/30/2015	9/30/2016	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC7-Z11-261104-015	9/30/2015	9/30/2016	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Umbrella	N	N	79939850	9/30/2015	9/30/2016	Limit: $15,000,000; XS $10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hidalgo County is included as additional insured on the general liability as required by written contract.

CERTIFICATE HOLDER

14048363
Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

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:
2016-53353

Date Filed:
05/11/2016

Date Acknowledged:
05/12/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Galls LLC
lexington, KY 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 services, goods, or other property to be provided under the contract.

2016-106
bullet proof vest (soft body armor)

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
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Galls LLC
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Hidalgo County

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2016-106
bullet proof vest (soft body armor)

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.

STEPHANIE CAIN SULLIVAN
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
COMM. # 512100
MY COMMISSION EXPIRES MAY 22, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Rob Hauswald, this the 11th day of May, 20 16, to certify which, witness my hand and seal of office.

Stephanie Cain Sullivan — Signature of officer administering oath
stephanie sullivan — Printed name of officer administering oath
Project Coordinator — Title of officer administering oath

RE: Hidalgo Body Armor Contract

From : Steve Crain <scrain@atlashall.com> Tue, Jun 28, 2016 03:06 PM
Subject : RE: Hidalgo Body Armor Contract
To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us> 3 attachments

Looks good.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, June 28, 2016 2:50 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Martha Salazar <martha.salazar@co.hidalgo.tx.us>; Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>
Subject: Re: Hidalgo Body Armor Contract
Importance: High

Mr. Crain-

Please review and advise. I have included additional language under **paragraph i.-Assignment** to be consistent with language under **#31** of the **Legal Notice.**

Please advise if this is correct.

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: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Cc: "Steve Crain" <scrain@atlashall.com>
Sent: Tuesday, June 28, 2016 2:15:18 PM
Subject: Re: Hidalgo Body Armor Contract

Ms. Letty:
Please modify.
Thanks,
Marty

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, June 28, 2016 2:12:22 PM
Subject: RE: Hidalgo Body Armor Contract

We can use the same language as used in numbered paragraph 31.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, June 28, 2016 1:56 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Sandra Suarez <sandy.suarez@co.hidalgo.tx.us>; Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>; Elena Gomez <elena.gomez@co.hidalgo.tx.us>

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To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us> 3 attachments

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Subject: Re: Hidalgo Body Armor Contract
Importance: High

Mr. Crain-

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Please advise if this is correct.

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...

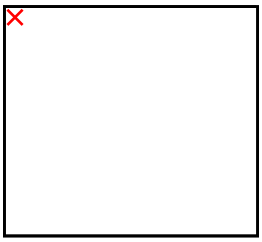
From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
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Cc: Sandra Suarez <sandy.suarez@co.hidalgo.tx.us>; Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>; Elena Gomez <elena.gomez@co.hidalgo.tx.us>



AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
May 17, 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. **County Judge's Office:**

A. AI-54617 South Texas Behavioral Health Center CEO Joe Rodriguez will honor Hidalgo County Sheriff J.E. "Eddie" Guerra during Mental Health Month.

6. **Executive Office:**

A. AI-54456 Update on State Highway 68 project study area by the Texas Department of Transportation

B. AI-54553 **Mailing Services (1100):**
Requesting approval of the following invoices/claims received on 5/3/16; (2015-PO #719706 was liquidated on 3/11/16), with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

Vendor	Invoice#	Invoice Date	Amount
Upper Valley Mailing Services, LLC	U13324	5/31/15	$2,322.71
Upper Valley Mailing Services, LLC	14501	10/31/15	$2,330.83

1. AI-54651 Restitution-1124 M Rd (1100):
Approval of 2016 interfund transfer from Pct.4 Rd Maint (007) to the Restitution-1124 M Rd (125) in the amount of $59,951.31 to fund the renovations to the Restitution Center.

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 FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
18.
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-54562 A. Requesting approval to declare the items listed in Exhibit "A" (attached herein), office furniture, equipment and vehicles as "Surplus" for the purpose of sale through auction (scheduled for 06-09-2016) in accordance with Texas Local Government Code 263.152 (a)(1); AND, in the event "NO BIDS" received;

B. Pursuant to Texas Local Government Code, 263.151(1) and/or 263.152(a)(3), Commissioners Court proceed to:'...order any of the property to be destroyed or otherwise disposed of as worthless in as much as the sale of said items CC undertook to sell (under Subsection (1) at auction on 06-09-2016 resulted in no bids were received;

C. Requesting authority to publish advertisement for the auction of surplus equipment and vehicles scheduled for 06-09-2016, including but not limited to Seized, Abandoned and Unclaimed Property or additional and/or necessary auctions.

2. AI-54596 A. Pursuant to the legal notices in the RFB, requesting action from HCCC to "waive" a technicality as it is in the best interest of the County to do so: the receipt of samples from manufacturer for sole participant - Gall, LLC, thus permitting the end user departments the opportunity to examine the product prior to recommending vendor for award;

B. Approval to declare sole vendor, Gall, LLC as the responsible vendor submitting the lowest and most responsible bid for: Bullet Proof Vests, ie:

"Soft Body Armor";

APPROVED C. Acceptance of the Sole Bid from Gall, LLC for the purpose of award and approval for Request for Bid titled: Hidalgo County-"Bullet Proof Vest (Soft Body Armor)" through project No.: 2016-106-05-04-SGS.

3. AI-54492 Presentation of the sole vendor, Mountain Glacier for the purpose of declaring it as the most responsible, lowest and best bid received [meeting all specifications and / or requirements as detailed in the documentation contained herein] for award and approval of contract for Request for Bid titled: Hidalgo County - "Bottled Water Services" through project No.: 2016-133-04-27-FAZ.

B. **Pct. 1**

1. AI-54631 Requesting approval to process the following Invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor:

Vendor	Invoice No.	Amount	PO Number
Republic Services	4865-000001058	$9,878.27	738271
Republic Services	4865-000001039	$10,055.73	738271
Republic Services	4865-000001019	$9,094.06	738271
Republic Services	4865-000001095	$6,955.00	738271

C. **Pct. 4**

1. AI-54602 Acceptance and approval of the final construction contract documents for the project: “Off Site Manhole Covers and/with Installation” Pct. No. 4 (award action on 05-10-16 ai # 54541) to Saenz Utility Contractors, LLC, in the amount of $22,303.75 (Contract No. C-16-160-05-10).

2. AI-54643 Requesting authority to advertise (including the authority to re-advertise the project in the event that not bids are received and/or are rejected and project is still required) and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for “Concrete Walking Trail at San Carlos CRC & Sunflower Park”.

AI-55237

Purchasing Department 18.
F. 2.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Tanya Delira, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase 50 Panasonic Toughbook 7 and 50 car adapters through our membership participation with Texas Department of Information contract DIR-TSO-2520 in the amount of $100,100.00 through requisition 300618 for the Sherrif's Office fleet.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-421-00-280-001-0-610
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Req #300618 for South Texas Communications, Inc.; funds available as of 6/30/2016.

FISCAL YEAR: 2016 ACCT. #: 6-1100-421-00-280-001-0-751
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Req #300618 for South Texas Communications, Inc.; funds available as of 6/30/2016.

Attachments

South Texas Communications

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/30/2016 10:08 AM
Budget & Management	Veronica Ortiz	06/30/2016 01:09 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Tanya Delira Started On: 06/29/2016 01:08 PM
Final Approval Date: 07/01/2016

AT-5-237

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00300618
PO #
Date: 06/16/16

Bill To: x
x

Vendor : 34797
SOUTH TEXAS COMMUNICATIONS, INC.
P O BOX 3712
MCALLEN TX 78502-3712
FAX (956)687-1735

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MIKE GARZA
956-393-6024

Contract No: DIR-TSO-2520
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PATROL LAPTOPS		
		DO NOT DUPLICATE ORDER		
50.00	EACH	ITEM#CF- 532ULCLCM, PANASONIC TOUGHBOOK 7 (WIN8.1 PRO COA) INTEL CORE I5-4310U 2.0GHZ, VPRO, 14.0" HD TOUCH, 500GB (7200 RPM), 4GB LTE MULTI CARRIER (EM7355) GPS, DUAL PASS UPPER WWAN/LOWER GPS) 4G LTE MULTI CARRIER (EM7355) GPS EMISSIVE BAKLIT KEYBOARD, MULTI DRIVE, TOUGHBOOK PREFERRED.	1,871.00	93,550.00
50.00	EACH	ITEM# CF-LNDDC120, CAR ADAPTER/ LIND ADAPTER	131.00	6,550.00
		Account No	Encumbrance	
		6-1100-421-00-280-001-0-610	6,550.00	
		6-1100-421-00-280-001-0-751	93,550.00	
			Freight	.00
			Total	100,100.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req 3000018

SOUTH TEXAS COMMUNICATIONS

709 E. PECAN MCALLEN, TEXAS 78501 PHONE: 956-687-8591 FAX: 956-687-1735
1705 E. PRICE BROWNSVILLE, TEXAS 78521 PHONE: 956-544-4553 FAX: 956-544-4554
EMAIL: INFO@STCRADIOS.COM

Panasonic SERVICE AUTHORIZED PARTNER

PROPOSAL

QUOTE #: 16-100226 - 4 6/8/2016

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

DIR-TSO-2520

ATTN: MICHAEL GARZA
PH 956-457-6479
FAX 956-
MOBILE 956-457-6479
EMAIL: MICHAEL.GARZA@HIDALGOSO.ORG
USER CONTACT MIKE
USER PHONE 956-457-6479
USER EMAIL MICHAEL.GARZA@HIDALGOSO.ORG

ITEM	DESCRIPTION	QTY.	MSRP Each	%	EACH	AMOUNT
CF-532ULCLCM	PANASONIC TOUGHBOOK 7 (WIN8 1 PRO COA), INTEL CORE I5-4310U 2.0GHZ, VPRO, 14.0" HD TOUCH, 500GB(7200RPM), 4GB, INTEL WIFI A/B/G/N/AC, TPM, BLUETOOTH, DUAL PASS (UPPER WWAN/LOWER GPS), 4G LTE MULTI CARRIER (EM7355), GPS, EMISSIVE BACKLIT KEYBOARD, MULTI-DRIVE, TOUGHBOOK PREFERRED	50	$ 3,239.00	-42%	$ 1,871.00	$ 93,550.00
CF-LNDDC120	CAR ADAPTER	50	$ 149.00	-12%	$ 131.00	$ 6,550.00
	TOTAL EQUIPMENT					$ 100,100.00
	SALES TAX			0.00%		$ -
	TOTAL					$ 100,100.00

ITEM	DESCRIPTION	QTY.	MSRP Each	%	EACH	AMOUNT

QUOTE TERMS AND CONDITIONS :

1 OFFER GOOD THROUGH — 8/20/2016
2 ESTIMATED DELIVERY — 10 - 45 DAYS
3 QUOTES ARE EXCLUSIVE OF ALL INSTALLATION AND PROGRAMMING CHARGES (UNLESS EXPRESSLY STATED) AND ALL APPLICABLE TAXES.
4 THIS OFFER IS FOR BUDGETARY PURPOSES ONLY AND IS NOT AN OFFER FOR SALE
5 UNLESS OTHERWISE STATED, PAYMENT DUE WITHIN TEN (10) DAYS AFTER INVOICE
6 ORDERED EQUIPMENT MAY BE RETURNED FOR A FULL REFUND, LESS A 20% RESTOCKING FEE, IF THE EQUIPMENT IS RETURNED UNUSED AND UNDAMAGED IN ITS ORIGINAL PACKAGING WITH IN 30 DAYS AFTER DELIVERY
7 STANDARD EQUIPMENT WARRANTY (WHICH WILL BE FURNISHED UPON REQUEST) APPLIES TO ALL ORDERED EQUIPMENT
8 STC DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9 EXTENDED WARRANTY OR MAINTENANCE AGREEMENT MAY BE AVAILABLE AT AN ADDITIONAL COST UPON REQUEST AND SHOULD BE ADDED AT TIME OF PURCHASE.
10 STC'S TOTAL LIABILITY ARISING FROM ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL STC BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
11 THESE TERMS WILL PREVAIL OVER ANY INCONSISTENT OR ADDITIONAL TERMS ON ANY PURCHASE ORDER SUBMITTED BY THE PURCHASER.
12 TERMS AND CONDITIONS SUBJECT TO CHANGE WITHOUT NOTICE.
13 PROPOSAL PRICING AS WRITTEN. VARIATIONS MAY SUBJECT PROPOSAL TO PRICING CHANGES
14 CUSTOMER REQUIRED TO PROVIDE THE FOLLOWING:
A CREDIT CARD
B MINIMUM DOWN PAYMENT WITH ORDER — 0%
C PURCHASE ORDER
D CREDIT APPLICATION
E SIGNED LEASE AGREEMENT
F FINANCIAL STATEMENT / UCC-1
G INVENTORY
H SITE PLAN
I SCHEDULE
J 120VAC AT EACH SITE
K GROUNDING
L WIRELESS CARRIER PROVIDER
M OTHER

PROPOSED BY _____

PRINTED NAME _____

TITLE. _____

DATE: ____/____/____

BEFORE SIGNING, PLEASE READ THIS PROPOSAL CAREFULLY. YOUR SIGNATURE IS AN OFFER TO PURCHASE THE PRODUCTS AND SERVICES LISTED ABOVE, WHICH IF ACCEPTED BY STC, WILL BE A PURCHASE CONTRACT.

CUSTOMER ACCEPTANCE: _____

PRINTED NAME _____

TITLE. _____

PURCHASE ORDER # _____

DATE: ____/____/____

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:
2016-77151

Date Filed:
06/28/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
South Texas Communications
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 services, goods, or other property to be provided under the contract.
300618
laptops

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.

NOTARY PUBLIC STATE OF TEXAS
Isidra Basaldua
My Commission Expires
11/26/2016

James L Ewing
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said James L. Ewing, this the 28 day of June, 20 16, to certify which, witness my hand and seal of office.

Isidra Basaldua — Signature of officer administering oath
Isidra Basaldua — Printed name of officer administering oath
Finance / HR — 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
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Certificate Number:
2016-77151

Date Filed:
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1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
South Texas Communications
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 services, goods, or other property to be provided under the contract.**
300618
laptops

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

Panasonic System Communications Company of North America, Division of Panasonic Corporation of North America

Vendor ID
13627868469
URL
Vendor Website (http://www.panasonic.com/business/iframes/contract-TX.asp)
HUB Type
Non HUB

DIR Contract Number
DIR-TSO-2520
Contract Term End Date
12/20/2016
Contract Exp Date
12/20/2017

Contact Panasonic System Communications Company of North America, Division of Panasonic Corporation of North America

Contact
Amy Lee (mailto:amy.lee@us.panasonic.com)
Phone
(201) 325-1181
Fax
N/A

Contact DIR

Contact
Carolyn Knowles (mailto:carolyn.knowles@dir.texas.gov)
Phone
(512) 463-2615
Fax
(512) 475-4759

Contract Overview

Panasonic offers computers, laptops, tablets, servers, printers, peripherals and other technology products and services through this contract. Available brands include: Panasonic. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors.

Contract Documents

- DIR-TSO-2520 Contract PDF (190.53KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2520 Contract.pdf)

- DIR-TSO-2520 Standard Terms and Conditions (per Amendment 4) PDF (482.32KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2520 Standard Terms and Conditions (per Amendment 4).pdf)
- DIR-TSO-2520 Appendix B HUB Subcontracting Plan (Approved on 5-3-2016) PDF (1.59MB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2520 Appendix B HUB Subcontracting Plan (Approved on 5-3-2016).pdf)
- DIR-TSO-2520 Appendix C Pricing Index PDF (86.32KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2520 Appendix C Pricing Index.pdf)
- DIR-TSO-2520 RFO DIR-SDD-TMP-203 ZIP ZIP (1.61MB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2520 RFO DIR-SDD-TMP-203 ZIP.zip)
- DIR-TSO-2520 Amendment 1 PDF (37.77KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2520 Amendment 1.pdf)
- DIR-TSO-2520 Amendment 2 PDF (79.5KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2520 Amendment 2.pdf)
- DIR-TSO-2520 Amendment 3 PDF (149.56KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2520 Amendment 3.pdf)
- DIR-TSO-2520 Amendment 4 PDF (75.7KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-2520 Amendment 4.pdf)

Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Please note that some of the documents on this page are in the PDF format. Please download the Adobe Reader (http://get.adobe.com/reader/) in order to view these documents.

Reseller Vendor Contacts

Vendor Name	Contact Name	Phone/Fax	
Abacus Computers, Inc.	Asian/Male	Mark Singh (mailto:singhm@abacustx.com)	Phone: (432)

Vendor Name	Contact Name	Phone/Fax	
			727-4030 Fax: (512) 386-7350
Sequel Data Systems, Inc.	Non HUB	Jonathan Clifton (mailto:jonathan.clifton@sequeldata.com)	Phone: (512) 918-8841 Fax: (512) 918-8843
SHI Government Solutions, Inc.	Asian/Female	Texas Team (mailto:texas@gs.shi.com)	Phone: (800) 527-6389 Fax: (512) 732-0232
Sigma Surveillance, Inc.	Asian/Male	Jessica Clark (mailto:jessica@sts360.com)	Phone: (214) 427-5559 Fax: (866) 223-8167
SKC Communication Products, Inc.	Non HUB	John Chandler (mailto:john.chandler@skccom.com)	Phone: (214) 570-2815 Fax: (800) 454-4752
South Texas Communications, Inc.	Non HUB	James Ewing (mailto:jlewing1@stcradios.com)	Phone: (956) 687-8591 Fax: (956)

APPENDIX C DIR-TSO-2520 PANASONIC SYSTEM COMMUNICATIONS COMPANY OF NORTH AMERICA AMENDMENT #4	Customer Discount % off MSRP
TOUGHBOOK	
Fully Rugged:	
1 unit - 49 units	16.00%
50 units - 99 units	18.00%
100 units or more	20.00%
Semi Rugged:	15.00%
Business Rugged:	9.00%
Toughpad:	13.00%
Toughbook Accessories	2% - 45%*
Mounting Equipment	5% - 36%*
Installation	2% - 17%*
Other Services	2% - 15%*
ARBITRATOR	
Accessories	11.00%
Mounting Equipment	5.00% - 24.00%*
External Antenna	7.00% - 24.00%*
LPR	5.00%
SCANNERS	
Personal Scanners	20.00%
Workgroup Scanners	30.00%
Departmental	35.00%
Volume Discount Pricing - 50 or more units per transaction	Add'l $50.00 off / unit
Low - Medium Volume Production	35.00%
High Volume Production	40.00%
Consumables & Accessories	30.00%
Services	20.00%
CLASSROOM TECHNOLOGY	
Electronic Whiteboard	35.00%
Interactive Whiteboards	35.00%
Volume Discount Pricing - 50 or more units per transaction	Add'l $50.00 off / unit
Accessories	25.00%
Services	20.00%

*DISCOUNTS ARE BASED ON SPECIFIC MODEL, ACCESSORY OR SERVICE SELECTED.

How To Order

1. For product and pricing information, select from any Reseller Vendor contact listed below.
2. Generate a purchase order made payable to the selected Reseller Vendor. You must reference the DIR Contract Number **DIR-TSO-2520** on your purchase order.
3. E-mail or fax your purchase order and quote form to your designated reseller sales representative.

Show less

Available Brands (2 total)

Panasonic
Services

Show more

Available Products & Services (29 total)

Classroom Interactive Products
Computers - Laptops
Computers - Portable
Computers - Tablets

Show more

Commodity Codes (40 total)

204-13 - Cables: Printer, Disk, Network, etc.
204-16 - Chips: Accelerator, Graphics, Math Co-Processor, Memory (RAM and ROM), Network, SIMMS, etc.
204-39 - Duplicators, DVD
204-53 - Microcomputers, Desktop or Towerbased

Show more

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300 W. 15th Street, Suite 1300
Austin, TX 78701 | 512.475.4700

AI-55139

Purchasing Department 18.
G. 1.

CC - REGULAR
Meeting Date: 07/06/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Sandy Suarez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and award of proposal received from Caldwell Country-Caldwell, TX. an awarded vendor through Hidalgo County's participation/membership with TASB Buyboard- Contract #430-13 for the purchase of one (1) New Chevrolet Silverado 1500 (Crew-cab) for $30,633.00, to include but not limited to, Buy Board fees for Hidalgo County Clerks' office through project # 2016-172-SGS.

BACKGROUND

Reference A.I.# 55096 -Co. Clerk's line item transfer for this purchase.

"Purchase of 1 New 2016 Chevy Silverado".
For purchase-reference Req# 301531.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1237-415-40-180-003-0-752
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Co. Clerk's - line item transfer A.I. 55096 -7/6/16

Attachments

Form 1295
Quote and back up

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/30/2016 10:51 AM
Budget & Management	Veronica Ortiz	06/30/2016 01:07 PM
Glinda Pacheco	Glinda Pacheco	07/01/2016 10:29 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Sandy Suarez Started On: 06/17/2016 08:35 AM
Final Approval Date: 07/01/2016

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:
2016-60474

Date Filed:
05/23/2016

Date Acknowledged:
05/24/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Caldwell Country Chevrolet
Caldwell, 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 services, goods, or other property to be provided under the contract.

2016-172
Purchase of 1 New Chevy Silverado Truck

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Knapp, Averyt	Caldwell, TX United States		X
Hildebrand, Jon	Caldwell, TX United States		X
Way, Stephen	Caldwell, 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

Certificate Number:
2016-60474

Date Filed:
05/23/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Caldwell Country Chevrolet
Caldwell, 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 services, goods, or other property to be provided under the contract.
2016-172
Purchase of 1 New Chevy Silverado Truck

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Knapp, Averyt	Caldwell, TX United States		X
Hildebrand, Jon	Caldwell, TX United States		X
Way, Stephen	Caldwell, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

NOTARY PUBLIC STATE OF TEXAS
ADRIENNE MARBLE GATTIS
My Commission Expires
March 31, 2017

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 Averyt Knapp, this the 23 day of May, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Adrienne Marble Gattis | Printed name of officer administering oath | Notary | Title of officer administering oath

QUOTE# 003A

CONTRACT PRICING WORKSHEET

End User: HIDALGO COUNTY	Contractor: CALDWELL COUNTRY
Contact Name: SANDY SUAREZ	CALDWELL COUNTRY
Email: SANDY.SUAREZ@CO.HIDALGO.TX.US	Prepared By: Averyt Knapp
Phone #: 956-318-2626 (X-4860)	Email: aknapp@caldwellcountry.com
Fax #: 956-292-7612	Phone #: 979-567-6116
Location City & State: EDINBURG, TX	Fax #: 979-567-0853
Date Prepared: MAY 12, 2016	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872
Product Description: 2016 CHEVROLET 1500 SILVERADO	

A Base Price:	$19,440

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
543	CREW CAB FOUR DOOR	$8125		4X2-DOUBLE CAB 4DR, WHITE, A/C, HEAT, CLOTH SEATS, POWER WINDOWS, POWER LOCKS, KEYLESS ENTRY, AMFM-STEREO W/MYLINK, TILT, CRUISE, RUBBER FLOOR, V6 ENGINE, AUTOMATIC 6-SPD, FULL SIZE SPARE, SPRAY IN BEDLINER, TOW PACKAGE-RECEIVER, 6,900#GVWR PAYLOAD, REAR VISION CAMERA, BALL HITCH	INCL
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
I04	AMFM STEREO W/MYLINK	$300	L83	5.3L-V8	$1095
PCR	WT FLEET CONV PKG	$320	AKO	DEEP TINT GLASS	$200
Z82	TRAILER TOW PACKAGE	$375			
UVC	REAR VISION CAMERA	$200			
Subtotal B					$10,615

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc…)

Subtotal D FOB EDINBURG	$708
PUBLISHED OPTION DISCOUNT 5%	$-530
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	$30,233
Quantity Ordered	1
Subtotal E	$30,233

F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$30,633

Estimated Delivery Date:	60-90 DAYS APPX

A-H

19,440.00 +
10,615.00 +
708.00 +
530.00 -
400.00 +
30,633.00 *

B.

8,125.00 +
300.00 +
320.00 +
375.00 +
200.00 +
1,095.00 +
200.00 +
10,615.00 *

May 12, 2016

Zimbra **sandy.suarez@co.hidalgo.tx.us**

Hidalgo County -CHEVROLET OPTIONS 430-13.xlsx Chevy Silverado Crew cab

---

From : Averyt Knapp <averyt@caldwellcountry.com> Thu, May 12, 2016 09:37 AM

Subject : Hidalgo County -CHEVROLET OPTIONS 430-13.xlsx Chevy Silverado Crew cab 1 attachment

To : Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>

Attached is the updated quote.

Thanks,
Averyt
o-979-567-6116

-----Original Message-----
From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Thursday, May 12, 2016 9:25 AM
To: Averyt Knapp
Subject: Re: BUYBOARD CHEVROLET OPTIONS 430-13.xlsx Chevy Silverado Crew cab
Importance: High

Mr. Knapp,

Yes, they are, thank you.
Have a wonderful day!

----- Original Message -----
From: "Averyt Knapp" <averyt@caldwellcountry.com>
To: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: Thursday, May 12, 2016 9:16:52 AM
Subject: RE: BUYBOARD CHEVROLET OPTIONS 430-13.xlsx Chevy Silverado Crew cab

Are those only two items left to update? I'd like to update one more time only.

-----Original Message-----
From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Thursday, May 12, 2016 9:15 AM
To: Averyt Knapp
Subject: Re: BUYBOARD CHEVROLET OPTIONS 430-13.xlsx Chevy Silverado Crew cab
Importance: High

Good Morning Mr. Knapp,

In reviewing the Buy Board Options Spreadsheet you sent me, for Quote# 003 & comparing cost.
Please look at the highlighted pink areas (see attached):
Line #392 (PCR -WT Fleet Conv Pkg)-price on Quote is $360.00; on the Spreadsheet it's showing $320.00.
Line #404 (L83 -5.3L-V8)-price on Quote is $1,195.00; on the Spreadsheet it's showing $1,095.00.

Please clarify difference in prices.
Thank you.

----- Original Message -----
From: "Averyt Knapp" <averyt@caldwellcountry.com>
To: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: Wednesday, May 11, 2016 2:19:26 PM
Subject: BUYBOARD CHEVROLET OPTIONS 430-13.xlsx

2016 Chevrolet Silverado Light Duty Pickup

2016 MODEL YEAR VEHICLE PRICE SCHEDULE
EFFECTIVE February 19, 2016

Base Model Prices

Model	Model Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Dealer Price(c)	Employee Price(c)	DFC
CC15703	2WD Regular Cab Standard Box, 1WT	$27,095.00	$0.00	$27,095.00	$26,011.20	$25,198.35	$25,170.75	$1,195.00
CC15903	2WD Regular Cab Long Box, 1WT	$27,485.00	$0.00	$27,485.00	$26,385.60	$25,561.05	$25,530.18	$1,195.00
CC15703	2WD Regular Cab Standard Box, 1LS	$29,120.00	$0.00	$29,120.00	$27,955.20	$27,081.60	$27,036.99	$1,195.00
CC15903	2WD Regular Cab Long Box, 1LS	$29,510.00	$0.00	$29,510.00	$28,329.60	$27,444.30	$27,396.42	$1,195.00
CK15703	4WD Regular Cab Standard Box, 1WT	$31,035.00	$0.00	$31,035.00	$29,793.60	$28,862.55	$28,801.86	$1,195.00
CC15753	2WD Double Cab Standard Box, 1WT	$31,120.00	$0.00	$31,120.00	$29,564.00	$28,630.40	$28,581.44	$1,195.00
CK15903	4WD Regular Cab Long Box, 1WT	$31,335.00	$0.00	$31,335.00	$30,081.60	$29,141.55	$29,078.34	$1,195.00
CC15753	2WD Double Cab Standard Box, 1LS	$32,870.00	$0.00	$32,870.00	$31,226.50	$30,240.40	$30,177.44	$1,195.00
CC15753	2WD Double Cab Standard Box, 1CX (Custom)	$32,955.00	$0.00	$32,955.00	$31,307.25	$30,318.60	$30,254.96	$1,195.00
CK15703	4WD Regular Cab Standard Box, 1LS	$33,060.00	$0.00	$33,060.00	$31,737.60	$30,745.80	$30,668.10	$1,195.00
CC15703	2WD Regular Cab Standard Box, LT (1LT)	$33,170.00	$0.00	$33,170.00	$30,848.10	$29,853.00	$29,814.18	$1,195.00
CC15903	2WD Regular Cab Long Box, LT (1LT)	$33,295.00	$0.00	$33,295.00	$30,964.35	$29,965.50	$29,925.78	$1,195.00
CK15903	4WD Regular Cab Long Box, 1LS	$33,360.00	$0.00	$33,360.00	$32,025.60	$31,024.80	$30,944.58	$1,195.00
CK15753	4WD Double Cab Standard Box, 1WT	$35,100.00	$0.00	$35,100.00	$33,345.00	$32,292.00	$32,211.20	$1,195.00
CC15543	2WD Crew Cab Short Box, 1WT	$35,545.00	$0.00	$35,545.00	$33,767.75	$32,701.40	$32,617.04	$1,195.00
CC15753	2WD Double Cab Standard Box, LT (1LT)	$35,825.00	$0.00	$35,825.00	$33,317.25	$32,242.50	$32,184.56	$1,195.00
CK15703	4WD Regular Cab Standard Box, LT (1LT)	$36,680.00	$0.00	$36,680.00	$34,112.40	$33,012.00	$32,947.90	$1,195.00
CK15753	4WD Double Cab Standard Box, 1LS	$36,850.00	$0.00	$36,850.00	$35,007.50	$33,902.00	$33,807.20	$1,195.00
CK15753	4WD Double Cab Standard Box, 1CX (Custom)	$36,935.00	$0.00	$36,935.00	$35,088.25	$33,980.20	$33,884.72	$1,195.00
CC15743	2WD Crew Cab Standard Box, 1WT	$36,940.00	$0.00	$36,940.00	$35,093.00	$33,984.80	$33,889.28	$1,195.00
CK15903	4WD Regular Cab Long Box, LT (1LT)	$36,980.00	$0.00	$36,980.00	$34,391.40	$33,282.00	$33,215.74	$1,195.00
CC15543	2WD Crew Cab Short Box, 1LS	$37,345.00	$0.00	$37,345.00	$35,477.75	$34,357.40	$34,258.64	$1,195.00
CC15543	2WD Crew Cab Short Box, 1CX (Custom)	$37,430.00	$0.00	$37,430.00	$35,558.50	$34,435.60	$34,336.16	$1,195.00
CC15543	2WD Crew Cab Short Box, LT (1LT)	$38,290.00	$0.00	$38,290.00	$35,609.70	$34,461.00	$34,385.31	$1,195.00
CK15703	4WD Regular Cab Standard Box, Z71 LT (2LT)	$38,590.00	$0.00	$38,590.00	$35,888.70	$34,731.00	$34,653.15	$1,195.00
CK15543	4WD Crew Cab Short Box, 1WT	$38,695.00	$0.00	$38,695.00	$36,760.25	$35,599.40	$35,489.84	$1,195.00
CC15743	2WD Crew Cab Standard Box, 1LS	$38,740.00	$0.00	$38,740.00	$36,803.00	$35,640.80	$35,530.88	$1,195.00
CC15743	2WD Crew Cab Standard Box, 1CX (Custom)	$38,825.00	$0.00	$38,825.00	$36,883.75	$35,719.00	$35,608.40	$1,195.00
CK15903	4WD Regular Cab Long Box, Z71 LT (2LT)	$38,890.00	$0.00	$38,890.00	$36,167.70	$35,001.00	$34,920.99	$1,195.00
CK15753	4WD Double Cab Standard Box, LT (1LT)	$39,275.00	$0.00	$39,275.00	$36,525.75	$35,347.50	$35,264.72	$1,195.00
CC15743	2WD Crew Cab Standard Box, LT (1LT)	$39,685.00	$0.00	$39,685.00	$36,907.05	$35,716.50	$35,630.77	$1,195.00
CK15743	4WD Crew Cab Standard Box, 1WT	$40,090.00	$0.00	$40,090.00	$38,085.50	$36,882.80	$36,762.08	$1,195.00
CK15543	4WD Crew Cab Short Box, 1LS	$40,495.00	$0.00	$40,495.00	$38,470.25	$37,255.40	$37,131.44	$1,195.00
CK15543	4WD Crew Cab Short Box, 1CX (Custom)	$40,580.00	$0.00	$40,580.00	$38,551.00	$37,333.60	$37,208.96	$1,195.00
CK15753	4WD Double Cab Standard Box, Z71 LT (2LT)	$41,185.00	$0.00	$41,185.00	$38,302.05	$37,066.50	$36,969.97	$1,195.00
CC15753	2WD Double Cab Standard Box, LTZ (1LZ) W/R8J	$41,250.00	$0.00	$41,250.00	$39,600.00	$38,362.50	$38,216.00	$1,195.00
CC15753	2WD Double Cab Standard Box, LTZ (1LZ)	$41,450.00	$0.00	$41,450.00	$38,548.50	$37,305.00	$37,206.56	$1,195.00
CK15543	4WD Crew Cab Short Box, LT (1LT)	$41,865.00	$0.00	$41,865.00	$38,934.45	$37,678.50	$37,577.07	$1,195.00
CK15743	4WD Crew Cab Standard Box, 1LS	$41,890.00	$0.00	$41,890.00	$39,795.50	$38,538.80	$38,403.68	$1,195.00
CK15743	4WD Crew Cab Standard Box, 1CX (Custom)	$41,975.00	$0.00	$41,975.00	$39,876.25	$38,617.00	$38,481.20	$1,195.00
CK15743	4WD Crew Cab Standard Box, LT (1LT)	$43,260.00	$0.00	$43,260.00	$40,231.80	$38,934.00	$38,822.53	$1,195.00
CC15543	2WD Crew Cab Short Box, LTZ (1LZ) W/R8J	$43,710.00	$0.00	$43,710.00	$40,650.30	$39,339.00	$39,224.29	$1,195.00
CK15543	4WD Crew Cab Short Box, Z71 LT (2LT)	$43,775.00	$0.00	$43,775.00	$40,710.75	$39,397.50	$39,282.32	$1,195.00
CC15543	2WD Crew Cab Short Box, LTZ (1LZ)	$43,910.00	$0.00	$43,910.00	$40,836.30	$39,519.00	$39,402.85	$1,195.00
CC15743	2WD Crew Cab Standard Box, LTZ (1LZ) W/R8J	$44,010.00	$0.00	$44,010.00	$40,929.30	$39,609.00	$39,492.13	$1,195.00
CC15743	2WD Crew Cab Standard Box, LTZ (1LZ)	$44,210.00	$0.00	$44,210.00	$41,115.30	$39,789.00	$39,670.69	$1,195.00
CK15753	4WD Double Cab Standard Box, LTZ (1LZ) W/R8J	$44,475.00	$0.00	$44,475.00	$42,696.00	$41,361.75	$41,188.16	$1,195.00
CK15753	4WD Double Cab Standard Box, LTZ (1LZ)	$44,675.00	$0.00	$44,675.00	$41,547.75	$40,207.50	$40,085.84	$1,195.00
CK15743	4WD Crew Cab Standard Box, Z71 LT (2LT)	$45,170.00	$0.00	$45,170.00	$42,008.10	$40,653.00	$40,527.78	$1,195.00
CK15753	4WD Double Cab Standard Box, Z71 (2LZ) W/R8J	$45,640.00	$0.00	$45,640.00	$43,814.40	$42,445.20	$42,261.82	$1,195.00
CK15753	4WD Double Cab Standard Box, Z71 LTZ (2LZ)	$45,840.00	$0.00	$45,840.00	$42,631.20	$41,256.00	$41,125.95	$1,195.00
CK15543	4WD Crew Cab Short Box, LTZ (1LZ) W/R8J	$46,835.00	$0.00	$46,835.00	$43,556.55	$42,151.50	$42,014.29	$1,195.00
CK15543	4WD Crew Cab Short Box, LTZ (1LZ)	$47,035.00	$0.00	$47,035.00	$43,742.55	$42,331.50	$42,192.85	$1,195.00
CK15743	4WD Crew Cab Standard Box, LTZ (1LZ) W/R8J	$47,135.00	$0.00	$47,135.00	$43,835.55	$42,421.50	$42,282.13	$1,195.00
CK15743	4WD Crew Cab Standard Box, LTZ (1LZ)	$47,335.00	$0.00	$47,335.00	$44,021.55	$42,601.50	$42,460.69	$1,195.00
CK15543	4WD Crew Cab Short Box, Z71 LTZ (2LZ)	$48,200.00	$0.00	$48,200.00	$44,826.00	$43,380.00	$43,232.96	$1,195.00
CK15743	4WD Crew Cab Standard Box, Z71 LTZ (2LZ)	$48,500.00	$0.00	$48,500.00	$45,105.00	$43,650.00	$43,500.80	$1,195.00
CC15543	2WD Crew Cab Short Box, High Country (3LZ)	$49,740.00	$0.00	$49,740.00	$46,258.20	$44,766.00	$44,607.87	$1,195.00
CC15743	2WD Crew Cab Standard Box, High Country (3LZ)	$50,040.00	$0.00	$50,040.00	$46,537.20	$45,036.00	$44,875.71	$1,195.00
CK15543	4WD Crew Cab Short Box, High Country (3LZ)	$53,015.00	$0.00	$53,015.00	$49,303.95	$47,713.50	$47,531.79	$1,195.00

Zimbra **sandy.suarez@co.hidalgo.tx.us**

RE: Emailing: 2016 Silverado 1500 Crew Cab - CC15543 - Which is the correct one on the price list

From : Averyt Knapp <averyt@caldwellcountry.com> Wed, May 11, 2016 01:14 PM

Subject : RE: Emailing: 2016 Silverado 1500 Crew Cab - CC15543 - Which is the correct one on the price list

To : Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>

Cc : Priscilla Torres <priscilla.torres@co.hidalgo.tx.us>

The four doors is the CC15543.

The one you need is on page 1, and shows 1WT.

My Link is under radio, Code IOB. It's on page 3.

-----Original Message-----
From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Tuesday, May 10, 2016 11:37 AM
To: Averyt Knapp
Cc: Priscilla Torres
Subject: Re: Emailing: 2016 Silverado 1500 Crew Cab - CC15543 - Which is the correct one on the price list
Importance: High

Good Morning Mr. Knapp,

I need your assistance please,in reviewing the price list that you provided, there are seven(7)vehicles with that same model number(CC15543),point out and/or give me me a better description in locating it. Also,can you tell me where I can locate the cost for the following items, Am/Fm w/MyLink and the cost of the four doors.
Your assistance and patience is greatly appreciated.

----- Original Message -----
From: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
To: "Averyt Knapp" <averyt@caldwellcountry.com>
Sent: Monday, May 9, 2016 5:21:34 PM
Subject: Re: Emailing: 2016 Silverado 1500 Crew Cab CC15543 -Option List.pdf

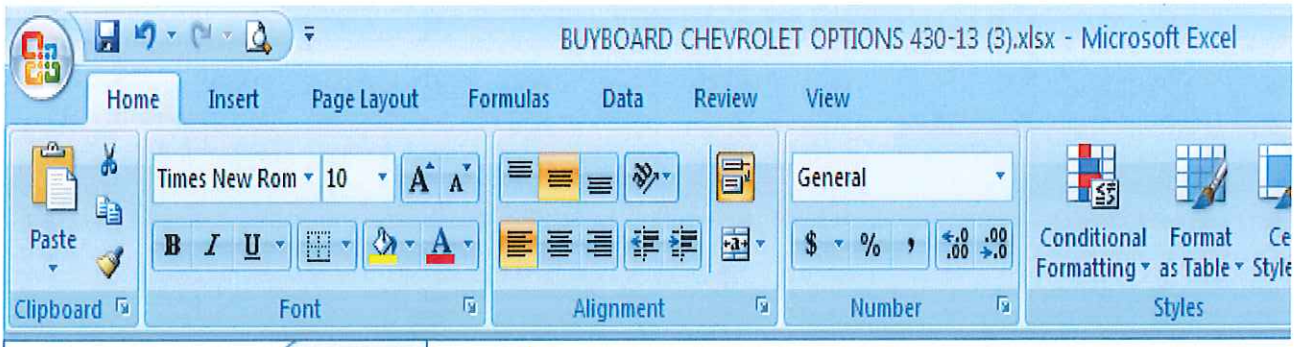
Mr. Knapp,

There are several CC15543 on the 2nd page, I don't know which one it is and where can I find the am/fm stereo w/my link?
Please help.

Thank you.
----- Original Message -----
From: "Averyt Knapp" <averyt@caldwellcountry.com>
To: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: Monday, May 9, 2016 11:00:45 AM
Subject: RE: Emailing: 2016 Silverado 1500 Crew Cab CC15543 -Option List.pdf

The model is listed on the 2nd page of the scan, under CC15543

-----Original Message-----
From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Monday, May 09, 2016 10:57 AM
To: Averyt Knapp
Subject: Re: Emailing: 2016 Silverado 1500 Crew Cab CC15543 -Option List.pdf



	A	B	C	D	E
388	1500 PICKUP				
389	24	NHT	Max Trailering Package, 1LT	$2,095.00	
390	24	PCM	WT Convenience Package, Double and Crew Cab	$645.00	
391	24	PCR	WT Fleet Convenience Package, 1WT Regular cab	$610.00	
392	24	PCR	WT Fleet Convenience Package, 1WT (Double and Crew)	$320.00	
393	24	PCV	LT Fleet Plus Package, w/o PCY/PDU	$665.00	
394	24	903	Long Wheel Base	$390.00	
395	24	753	Double Cab	$4,025.00	
396	24	543	Crew Cab	$8,125.00	
397	24	VYU	Snow Plow Prep Package, Regular Cab (1WT/2WT/1LT)	$400.00	
398	24	Y65	Driver Alert Package, 1LT Regular Cab, 1LZ/2LZ Double	$845.00	
399	24	Z82	Trailering Equipment Package, 1WT/2WT/1LT, w/ G80	$770.00	
400	24	Z82	Trailering Equipment Package, 1WT/2WT/1LT, w/o G80,	$375.00	
401	24	5JY	Soft Folding Tonneau Cover	$590.00	
402	24	VXH	6" Tubular Chromed Assist Steps Double and Crew Cab	$750.00	
403	24	VXJ	4" Tubular Chromed Assist Steps Double and Crew Cab	$675.00	
404	24	VZX	Skid Resistant Bedliner	$385.00	
405	24	L83	5.3L V8 EcoTec3 with Active Fuel 1WT/2WT/LT/ Z71 LT,	$1,095.00	
406	24	L86	Engine, 6.2L V8 EcoTec3	$1,995.00	
407	24	AKO	Deep Tinted Glass Regular Cab, 1WT Fleet Only	$100.00	
408	24	AKO	Deep Tinted Glass Double and Crew Cab, 1WT, Fleet only	$200.00	
409	24	BVQ	6" Tubular Chromed Assist Steps	$700.00	
410	24	C49	Electric Rear Window Defogger For Retail 1WT/2WT only,	$175.00	
411	24	CF5	Power Sunroof LTZ, Z71 LTZ	$995.00	
412	24	IO4	Chevrolet MyLink Audio System w/ 4.2" Diagonal Color	$300.00	
413	24	IO5	Chevrolet MyLink Audio System w/ 8" Diagonal Color	$200.00	
414	24	UQA	Bose Premium Speaker System 1LT/2LT, Requires IO5, KI4	$500.00	
415	24	UVC	Rear Vision Camera 1LT Fleet only	$200.00	
416	24	G80	Rear Axle Locking Differential 1WT/2WT/LT	$395.00	
417	24	JL1	Trailer Brake Controller	$230.00	

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

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Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

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Browse Contracts

Additional Resources

Show 25 results

Narrow Results: silver

Vendor	Description	Pricing Sheet	Price	Qty	A
Caldwell Country Chevrolet	Chevrolet Silverado 3500HD Full Size Pickup (CC35903). 1 ton, regular cab, 2WD complete with all manufacturer's standard equipment. Line Item 26	N/A	$24,970.00		
Caldwell Country Chevrolet	Chevrolet Silverado 3500HD Chassis Cab (CC31003). Silverado Classic 3500 Chassis Cab, 2WD, Regular Cab, complete with all manufactuer's standard equipment. Line Item 28.	N/A	$24,343.00		
Caldwell Country Chevrolet	Chevrolet Silverado 2500HD Full Size Pickup (CC25903). 3/4 ton, heavy duty regular cab, 2WD complete with all manufacturer's standard equipment. Line Item 25	N/A	$23,910.00		
Caldwell Country Chevrolet	Chevrolet Silverado 1500 Full Size Pickup (CC10703). 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment. Line Item 24	N/A	$19,440.00		

Showing 1 to 4 of 4 entries (filtered from 31 total entries)

First | Previous | 1 | Next | Last

Contact us 800-695-2919

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

Vendor Contract Information

Back

Vendor Name:	Caldwell Country Chevrolet
Address:	P. O. Box 27
	Caldwell, TX 77836
Phone Number:	(979) 567-6116
Email:	aknapp@caldwellcountry.com
Website:	http://www.caldwellcountry.com
Federal ID:	14-1856872
Contact:	Averyt Knapp
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Vehicles, Heavy Duty Trucks & Options
Contract#:	430-13
Effective Date:	12/01/2013
Expiration Date:	11/30/2016
Service Fee:	Purchase order subject to a $400 service fee
Payment Terms:	Net 30 days
Delivery Days:	120
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Additional Info:	NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract included in the awarded vehicle base price(s). Vehicle fees not included in the base price(s) not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" and is not included in the base pricing. Only those vendors whose awarded pricing is stated on the BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information has been communicated to Cooperative members.
Quote Reference Number:	430-13
Return Policy:	Negotiable

Contract Documents

Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**

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Price Range
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Category
None Selected
Contract
None selected

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

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Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Caldwell Country Chevrolet[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: silver

Vendor	Description	Pricing Sheet	Price	Qty	A
Caldwell Country Chevrolet	Chevrolet Silverado 3500HD Full Size Pickup (CC35903). 1 ton, regular cab, 2WD complete with all manufacturer's standard equipment. Line Item 26	N/A	$24,970.00		
Caldwell Country Chevrolet	Chevrolet Silverado 3500HD Chassis Cab (CC31003). Silverado Classic 3500 Chassis Cab, 2WD, Regular Cab, complete with all manufactuer's standard equipment. Line Item 28.	N/A	$24,343.00		
Caldwell Country Chevrolet	Chevrolet Silverado 2500HD Full Size Pickup (CC25903). 3/4 ton, heavy duty regular cab, 2WD complete with all manufacturer's standard equipment. Line Item 25	N/A	$23,910.00		
Caldwell Country Chevrolet	Chevrolet Silverado 1500 Full Size Pickup (CC10703). 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment. Line Item 24	N/A	$19,440.00		

Extended Product Information

Reference Number: 430-13

Part Number: CC10703

Unit Measure: EA

Vendor Website: http://www.caldwellcountry.com

Full Description: Chevrolet Silverado 1500 Full Size Pickup (CC10703). 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment. Line Item 24

Showing 1 to 4 of 4 entries (filtered from 31 total entries)

First | Previous | 1 | Next | Last

Contact us 800-695-2919

AI-55256 Closed Session 20. C.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation related to Water Code, Health & Safety Code, Notice of Compliance Issues regarding County Wide Underground Storage Tanks

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 06/30/2016 10:51 AM

Final Approval Date: 06/30/2016

AI-55259 Closed Session 20. D.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - Edinburg Municipal Airport & City of Edinburg Property

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2016 01:56 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Monica Badillo Started On: 06/30/2016 11:19 AM

Final Approval Date: 07/01/2016

AI-55272 Closed Session 20. E.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-16-2214-B; Benjamin V. Morales v Antonio Hernandez and Hidalgo County Sheriff's Office

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2016 04:43 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Monica Badillo Started On: 06/30/2016 04:42 PM

Final Approval Date: 07/01/2016

AI-55195 Closed Session 20. F.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Anabel Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/27/2016 10:37 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Aida Alvarez Started On: 06/27/2016 10:26 AM

Final Approval Date: 07/01/2016

AI-55197 Closed Session 20. G.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Juliana Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/27/2016 10:38 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Aida Alvarez Started On: 06/27/2016 10:31 AM

Final Approval Date: 07/01/2016

AI-55201 Closed Session 20. H.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Martha A. Cantu

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/27/2016 11:30 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Aida Alvarez Started On: 06/27/2016 11:04 AM

Final Approval Date: 07/01/2016

AI-55203 Closed Session 20. I.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Omar Cantu

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/27/2016 11:30 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Aida Alvarez Started On: 06/27/2016 11:06 AM

Final Approval Date: 07/01/2016

AI-55257 Open Session 22. C.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation related to Water Code, Health & Safety Code, Notice of Compliance Issues regarding County Wide Underground Storage Tanks

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 06/30/2016 10:55 AM

Final Approval Date: 06/30/2016

AI-55260 Open Session 22. D.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - Edinburg Municipal Airport & City of Edinburg Property

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2016 01:56 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Monica Badillo Started On: 06/30/2016 11:29 AM

Final Approval Date: 07/01/2016

AI-55273 Open Session 22. E.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-16-2214-B; Benjamin V. Morales v Antonio Hernandez and Hidalgo County Sheriff's Office

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/30/2016 04:44 PM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Monica Badillo Started On: 06/30/2016 04:43 PM

Final Approval Date: 07/01/2016

AI-55196 Open Session 22. F.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Anabel Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/27/2016 10:38 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Aida Alvarez Started On: 06/27/2016 10:30 AM

Final Approval Date: 07/01/2016

AI-55198 Open Session 22. G.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Juliana Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/27/2016 10:38 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Aida Alvarez Started On: 06/27/2016 10:33 AM

Final Approval Date: 07/01/2016

AI-55202 Open Session 22. H.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Martha A. Cantu

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/27/2016 11:30 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Aida Alvarez Started On: 06/27/2016 11:05 AM

Final Approval Date: 07/01/2016

AI-55204 Open Session 22. I.

CC - REGULAR

Meeting Date: 07/06/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Omar Cantu

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/27/2016 11:30 AM
Final Approval	Monica Badillo	07/01/2016 05:32 PM

Form Started By: Aida Alvarez Started On: 06/27/2016 11:07 AM

Final Approval Date: 07/01/2016