AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
October 25, 2016
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners Court will be held 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-56990** Resolution in Support of the Rio Grande Valley Walk to Defeat ALS, also known as Lou Gehrig's disease, which will be held on Saturday, Nov. 12, 2016 at Bannworth Park in Mission.

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

A. **AI-56769** DA-Victim Coordinator and Liaison Grant (VCLG) (1281) / Criminal DA (1100):
1. Approval to accept the Victim Coordinator and Liaison Grant (VCLG) in the amount of $42,000.00 effective 09/01/2016 thru 08/31/2017.
2. Approval of certification of revenues as certified by the County Auditor for the FY 2017 VCLG.
3. Approval to appropriate the FY 2017 VCLG funds.
4. Approval of the following personnel actions:

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Adjustment
Change in Funding Source	080-011	G001	Victim Assistance Coordinator	$43,260.00	$42,000.00	($1,260.00)
	080-002	0126		$0.00	$1,260.00	$1,260.00

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

B. **AI-56909** DA-Domestic Violence Specialty Grant / DA Investigation HB65 (1223):
1. Approval to accept the Hidalgo County Domestic Violence Specialty/Violence Against Women Formula Grant, from the Office of the Governor's, in the amount of $114,736.86, effective 09/01/2016 thru 08/31/2017.
2. Approval of certification of revenues as certified by the County Auditor for FY2016 Hidalgo County Domestic Violence Specialty Prosecutor Grant.
3. Approval to appropriate the FY2016 Hidalgo County Domestic Violence Specialty Prosecutor Grant funds.
4. Approval of the following personnel actions:

Action	Slot#	Dept/ Program	Position Title	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance
Create	G003	080-018	Administrative Assistant I	$0.00	$30,560.00
Salary Adjustment (Increase)	G002	080-018	Assistant District Attorney III (Auto Allowance)	$65,405.00	$66,626.00
	A142	080-007		$900.00	$900.00

5. Approval to the revise salary schedule in accordance with Commissioners' court approval.

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

A. **AI-56932** Discussion, consideration and approval of the AG State Case Registry & Local Customer Service Contract, FY 16/18.

8. **Constables:**

A. **AI-56865** Constable Pct.3 US Treasury (1257)
Approval to appropriate 2016 Federal Sharing - US Treasury Fund Balance in the amount of $12,469.86.

B. **AI-56864** Constable Pct. 3 (1230):
Approval of 2016 appropriation of funds for Constable Pct. 3 Chapter 59 (program 010) from the Constable Pct 3 CCP59 fund balance in the amount of $84,131.10.

C. **AI-56866** Constable Pct. 3 (1261)
Approval to appropriate 2016 Federal Sharing - D.O.J. Fund Balance in the amount of $11,698.08.

D. **AI-56980** Constable Precinct 4:
Discussion, consideration, and approval to appoint Edward Sanchez as Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

9. **Sheriff's Office:**

A. **AI-56996** Approval of memorandum of understanding between Hidalgo County Sheriff's Office, Texas Department of Public Safety and McAllen Police Department for the establishment and operation of the Texas Transnational Intelligence Center (TTIC).

10. **Executive Office:**

A. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Update on ongoing county owned building construction, relocation and/or renovation repair projects
2) Emergency situations occurring since last agenda meeting

B. **AI-57003** Request from St. Joseph Catholic School for the use of the county parking lot on Stubbs and 12th St. (Shady Lawn) on Saturday Nov. 12, 2016 for Annual Turkeyfest Festival from 11:00 a.m. to 7:00 p.m. (to be used for parking only)

C. **AI-56929** Approval to accept a settlement check from AXIS Surplus Insurance Company in the amount of $25,528.46 and a settlement check from Cramer Johnson Wiggins & Associates in the amount of $25,528.46 to settle storm damages to County property during the Weather Event of May 31, 2016.

11. **Juvenile Probation:**

A. **AI-56904** Approval of Interlocal Agreement between McAllen ISD and Hidalgo County acting by and through its Juvenile Probation Department (for meal prep services for students of JJAEP)

12. **Fire Marshal's Office:**

A. **AI-56860** Fire Marshal: Acceptance and approval to reimburse Elizabeth Castro in the amount of $101.75 for notary stamp renewal (requisition 00307729) with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

13. **Human Resources:**

A. **AI-56893** Approval to waive the year 2017 contribution/donation of sick leave hours to the Sick Leave Pool for currently enrolled participants due to current balance. Employees not currently enrolled and who wish to enroll must contribute sick leave hours as per the Sick Leave Policy.

B. **AI-57000** Jail Commissary (2102):
1. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 10/31/2016:

Action	Department	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Create	280-015	0017	Detention Officer Step I	$0.00	$32,305.00
Delete	280-015	0008	Clerk III	$26,958.00	$0.00

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

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

A. **AI-56857** Requesting approval to increase change fund for Health & Human Services Department Clinics in accordance with Texas Local Government Code 130.902:

Clinic	**Location**	**Current Change Fund**	**Increase**	**Total Change Fund**
Edinburg	3105 E. Richardson	$25.00	$25.00	$50.00
Elsa	708 Edinburg St	$25.00	$25.00	$50.00
Hidalgo	702 E. Texano Dr.	$25.00	$25.00	$50.00
McAllen	300 E. Hackberry	$25.00	$25.00	$50.00
Mission	211 N. Schuerback	$25.00	$25.00	$50.00
Pharr	300 W. Hall Acres	$25.00	$25.00	$50.00
Weslaco	1901 N. Bridge	$25.00	$25.00	$50.00
	Totals	$175.00	$175.00	$350.00

B. **AI-56786** 1. Requesting approval to accept the Homeland Security Grant Program - Regionally Ready and Responsive Award No. 3114901 from the Office of the Governor for the period of 09/01/2016 through 03/31/2017.
2. Requesting approval of the Certification of Revenue in the amount of $21,300.00.
3. Requesting approval of the budget appropriation in the amount of $21,300.00.

C. **AI-56856** Requesting approval to submit a contract amendment request to the Department of State Health Services to amend contract #2016-001417-01 TB/PC State for the purpose of reallocating available funds.

D. **AI-56874** Requesting approval to submit a contract amendment request to the Department of State Health Services to amend contract #2016-001052-00 RLSS/LPHS for the purpose of reallocating available funds.

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

15. **Adult Probation:**

A. **AI-56940** DWI Court Grant (1289) / District Attorney (1100):
1. Approval to accept the DWI Court grant from the Office of Governor(Criminal Justice Division) in the amount of $166,527.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the DWI Court Grant.
3. Approval of appropriation of funds in the amount of $166,527.00.
4. Approval to authorize the decrease of supplemental pay allowance for the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
127531	Criminal DA (080-002)	0026	Assistant District Attorney IV	$9,730.00	$9,690.00

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

Veterans Court Grant (1289):
1. Approval to accept the Veterans Court grant from the Office of Governor(Criminal Justice Division) in the amount of $95,627.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Veterans Court Grant.
3. Approval of appropriation of funds in the amount of $95,627.00.

Residential Substance Abuse Treatment - (RSAT) (1289):
1. Approval to accept the RSAT grant from the Office of Governor(Criminal Justice Division) in the amout of $201,230.18 for the grant period of 10/1/16 thru 6/30/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the RSAT Grant.
3. Approval of appropriation of funds in the amount of $150,922.64 and the cash match of $50,307.54 for a total of $201,230.18.

Re-Entry Court Grant (1289) / Public Defender / DA's (1100):
1. Approval to accept the Reentry Court grant from the Office of Governor(Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Reentry Court Grant.
3. Approval of appropriation of funds in the amount of $150,000.00.
4. Approval to authorize the decrease of supplemental pay for the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
120227	Public Defender (085-003)	0003	Chief Public Defender	$9,820.00	$9,770.00
077917	Criminal DA (080-002)	0013	Assistant District Attorney IV	$9,800.00	$9,750.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court action.

Misd DWI Court Program Grant (1289) / Public Defender / DA's (1100):
1. Approval to accept the Misd DWI Court grant from the Office of Governor(Criminal Justice Division) in the amount of $224,302.05 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Misd DWI Court Grant.
3. Approval of appropriation of funds in the amount of $224,302.05.
4. Approval to authorize the decrease of supplemental pay for the following

employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
155179	Public Defender (085-003)	0004	First Assistant Public Defender	$9,850.00	$9,820.00
207446	Criminal DA (080-002)	0009	Assistant District Attorney III	$9,750.00	$9,700.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court action.

Mental Health Court Grant (1289) / Public Defender (1100):
1. Approval to accept the Mental Health Court grant from the Office of Governor(Criminal Justice Division) in the amount of $363,600.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Mental Health Court Grant.
3. Approval of appropriation of funds in the amount of $363,600.00.
4. Approval to authorize supplemental pay allowance to the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Proposed Allowance Amount
160954	Public Defender (085-003)	0019	Public Defender III	$9,740.00

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

B. **AI-56995** Domestic Violence Court Grant (1289) / Public Defender (1100):
1. Approval to accept the Domestic Violence Court Grant from the Office of Governor (Criminal Justice Division) in the amount of $183,206.00 for the grant period 9/1/16 thru 8/31/17
2. Approval of certification of revenues as approved by the County Auditor’s Office for the Domestic Violence Court Grant
3. Approval of appropriation of funds in the amount of $183,206.00.
4. Approval to authorize supplemental pay allowance to the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Proposed Allowance Amount
196673	085-003 (Public Defender)	0001	Public Defender IV	$11,750.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court Action.

16. Urban County:

A. AI-57029 1. Requesting approval of an Interlocal Agreement between Hidalgo County and (18) program participants within Hidalgo County including cities and public housing authorities, for the development of the Affirmatively Furthering Fair Housing Plan.
2. Requesting authorization for County Judge to sign any and all required documents.

B. AI-56891 Requesting authority to purchase fire station equipment through the County's Membership/Participation with BuyBoard's awarded vendor, Casco Industries, Inc. (contract # 432-13), in the amount of $27,909.00 for the La Villa Fire Dept. (FY 2016). (Subject to HB1295 Compliance.)

17. Elections Administration:

A. AI-56884 1. Discussion and/or action, including but not limited to Election updates
2. Appointment of the Central Counting Station for the November 8, 2016 General Election.
3. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and the Edinburg Consolidated Independent School District to be held on November 8, 2016.
4. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and the City of Palmview to be held on November 8, 2016.
5. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and the La Villa Independent School District to be held on November 8, 2016.
6. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and Hidalgo County Emergency Service District No. 3 for their special Tax Ratification Election to be held on November 8, 2016.
7. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and the City of Weslaco to be held on November 8, 2016.
8. Recognition of Hidalgo County Election Department's website by League of Women Voters of Texas Education Fund.

18. Head Start Program:

A. AI-56895 Rescind action taken by Commissioners Court on Tuesday, October 4, 2016-Nomination by Commissioner A.C. Cuellar, Jr., Precinct 1, of Arturo Castillo to the Hidalgo County Head Start Program Policy Council

B. **AI-56896** Appointment of One (1) Community Representative to the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning in October
(Pending appts.: Commissioner A.C. Cuellar, Jr., Precinct 1 and Commissioner Joseph Palacios, Precinct 4)

19. **Planning Department:**

A. **AI-56946** **1.Preliminary Approval**
a.Alejandro Marroquin Subdivision- Pct. 4 (Alejandro Marroquin) (U.S. HWY 281 & FM 490)
No. of Lots: 1 Commercial
Flood Zone: C
Drainage: Yes, will be provided by onsite drainage detention.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by City of Edinburg
Sewer: Yes, OSSF
Paved: Yes, U.S. Hwy 281 (No internal streets)

b.Huisache Acres No. 14 Subdivision- Pct.14 (Rick Harbison, President) (Whalen Road & Ridge Road)
No. of Lots: 68 Single Family
Flood Zone: B
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by City of Donna
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Ridge Road. Whalen Road and 3 internal streets to be paved.

2.Final Approval
a.RSBR DG (FM 88) Subdivision- Pct. 1 (Manuel Ramiro Saldivar, Jr., Director) (FM 88 & Mile 14 ½ North
No. of Lots: 1 Commercial
Flood Zone: X
Drainage: Yes, will be provided by onsite drainage detention with an overflow structure onto Mile 14 ½ North Road.
ETJ: No, Rural Area
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, FM 88 and Mile 14 ½ North Road (No internal streets)

b.Rancho Sarita Subdivision- Pct. 3 (Cesar Flores) (Moorefield Road & Mile 5 North Road)
No. of Lots: 2 Single Family
Flood Zone: X
Drainage: Yes, reconstruction of Moorefield road side ditch.
ETJ: Yes, approved by City of Mission
Water: Yes, provided by Sharyland Water Supply Corporation
Sewer: Yes, OSSF
Paved: Yes, Moorefield Road (No internal streets)

c.J.O.A. Subdivision- Pct. 2 (Oriel Alvarez) (El Gato Road & Border Road)
No. of Lots: 2 Single Family
Flood Zone: B
Drainage: Yes, reconstruction of El Gato road side ditch.
ETJ: Yes, approved by City of Alamo
Water: Yes, provided by Military High Water Supply
Sewer: Yes, OSSF
Paved: Yes, El Gato Road (No internal streets)

d.J & M No. 2 Subdivision- Pct. 4 (Sylvia E. Salazar) (Raul Longoria Road & Alberta Road)
No. of Lots: 3 Single Family
Flood Zone: B
Drainage: Yes, reconstruction of Alberta road side ditch.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Raul Longoria and Alberta Road (No internal streets)

e.Los Tres Encinos Subdivision- Pct. 3 (Rogelio Guerrero) (FM 676 & Schuerbach Road)
No. of Lots: 4 Single Family
Flood Zone: X
Drainage: Yes, reconstruction of Schuerbach road side ditch.
ETJ: Yes, approved by City of Mission
Water: Yes, provided by Sharyland Water Supply Corporation
Sewer: Yes, Sanitary Sewer provided by City of Alton
Paved: Yes, Schuerbach Road and FM 676 (No internal streets)

f.Vaquero Estates Ph. IV Subdivision- Pct.1 (Beto Salinas Flores Group, LLC) (FM 1015 & Mile 11 North
No. of Lots: 61 Single Family
Flood Zone: X and X Shaded
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by City of Weslaco
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, FM 1015 and 4 internal streets.

g.Hacienda San Roman Ph. 1 Subdivision- Pct.4 (Jack McClelland) (Alamo Road & Mile 17 North Road)
No. of Lots: 75 Single Family
Flood Zone: X Shaded
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by North Alamo Water Supply
Paved: Yes, Alamo Road and 4 internal streets.

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

A. **AI-56907** Proclamation declaring October as National Down Syndrome Month and encouraging residents to participate in the 4th Annual Step Up for Down Syndrome Awareness Walk to be held Saturday, Oct. 29 from 9 a.m. to 1 p.m. at Edinburg Municipal Park.

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

A. **AI-56971** Consideration and approval of Correction Highway Right of Way Easement to Hidalgo County. (6 1/4 North Glasscock Rd.)

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

A. **AI-57012** Requesting approval of payment of claim submitted by Terracon Consultants, Inc. in the amount of $3,583.00. Project: Mile 17 1/2 (Paving & Drainage Improvements).

23. **Budget & Management:**

A. **AI-56919** Approval of the 2017 medical benefits plans (Basic & Buy-Up)

B. **AI-57004** Discussion, consideration, and approval to set the indirect cost allocation rate at 7.36% for the grant fiscal year 2017, effective 10/01/16 through 9/30/17 for the FY 17 WIC Program.

C. **AI-56948** Co. Comm. (1200)
Approval of 2016 interfund transfer from Co Wide Adm-Contingency (1100) to Co. Comm. (1200) in the amount of $128,449.23.

D. **AI-57008** Transfers In-General Fund (1281)
Approval of 2016 interfund transfer from Co Wide Adm-Contingency (1100) to Transfers In-General Fund (1281) in the amount of $61,781.38 to fund the total local match required to appropriate funds for the Domestic Violence Specialty Prosecutor Grant, CC 10/25/16 (AI-56909).

E. **Budget Appropriations:**

1. **AI-57005** Co Wide Adm (1100):
Approval to deobligate cash match funds from the Stop Truancy Grant (Fund 1285) for FY 16 and appropriate into Co Wide Adm-Contingency (Fund 1100) in the amount of $18,298.43.

2. **AI-56983** Pct 3 - ILA Palmhurst-7 Road Project (1200):
a. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of Palmhurst for the road improvement project to overlay portions of roads within the City's municipal limits.
b. Approval of 2016 appropriation of funds into Pct 3-ILA Palmhurst 7 Road Project in the amount of $377,141.50.

3. **AI-56934** Co Comm. (1200):
Approval of 2016 appropriation of funds into Co. Commissioners (125-004) in the amount of $1,311,550.77.

4. **AI-56947** Co. Wide Administration (1100):
Approval of 2016 appropriation of new source General Fund revenues into the Co. Wide Adm.-Contingency in the amount of $231,273.00, as previously certified by the County Auditor on September 6, 2016.

5. **AI-56889** Bail Bond Board (1100):
Approval of 2016 appropriation of funds for the Bail Bond Board in the amount of $1,500.00 to fund various operating expenditures.

24. 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).

A. Hidalgo County

1. **AI-56953** Approval to appoint Evaluation Committee (as recommended on exhibit A) for Psychological Evaluation Services for all Hidalgo County Law Enforcement Agencies

2. **AI-56812** Acceptance & approval of Bid received meeting all Specifications/Requirements for a one time expenditure through a Purchase Order for equipment for Hidalgo County through RFB No.: 2016-217-09-04-SGS - "Purchase of (12) Used 2012 or 2013 International and/or Kenworth Tractor Trucks and (12) Used 2012 Tytal and/or Global Vacuum Trucks"

3. **AI-56989** New Courthouse Project:
Pursuant to current contract with L&G Engineering (Article 14), a request for approval by engineer to permit the subcontracting of the following in connection with the BUS281/SH107 Roadway and Drainage Improvements Project:
1. AmaTerra Environmental Inc.
2. ROWSS, Inc.
3. ETSI

B. County Judge's Office

1. **AI-56881** A. Approval of the evaluation/scoring grid for the purposes of ranking by Commissioners' Court of the two (2) participating firms:

	Thomas Consulting Services	Tetra Tech Inc.
Evaluator 1	89	93
Evaluator 2	90	93
Evaluator 3	90	98
Average Score	89.6	94.6
CC Rank		

B. Authority to commence negotiations for the purpose of finalizing service agreement with the No. 1 ranked firm of _____ for the Debris Monitoring & Recovery Services.

C. IT Department

1. **AI-56984** Acceptance and approval of the Amendment to the End User License Agreement between Tyler Technologies, Inc. and Hidalgo County to add Schedule 1.

D. Pct. 1

1. **AI-56943** Pursuant to Hidalgo County's Exiting Elected Official Policy, requesting approval of the following Requisitions and PO Increases for HC Commissioner, Pct. #1:
   - Requisition #s: 307885, 307934, and 307960
   - PO #s: 751772, and 751773
   - PO (Increases) #s: 744365, 746312, and 745876

E. Pct. 2

1. **AI-56992** Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 1 with L&G Consulting Engineers, through Contract# C-16-218-05-25 to amend Exhibit B-1 to include the limits of the project and revise the limits of the project on Exhibit D-2 for the Pct 2 Rancho Blanco Road Extension Project.

2. **AI-56692** Authority and Approval to enter into a Propane Supply Agreement & Equipment Lease with Amerigas Propane L.P. with no specified term limit in the amount of $1.00 over cost (based on current market index report as provided by the vendor) with agreement termination available by either party subject to providing a 60 day notice; Effective upon Agreement Execution.

F. Pct. 4

1. **AI-57026** Acceptance and approval of the final construction contract documents for Building Renovations at Hidalgo County Pct 4 "M" Road Building to Rigney Construction & Development, LLC, in the total amount of $132,000.00.

2. **AI-56908** a. Acceptance and approval of a Professional Services Agreement # C-16-369-10-25 with South Texas Infrastructure Group, LLC for: "job specific" project: “Sunflower Road” -Precinct No. 4;
b. Pursuant to Article 14, under agreement #C-16-369-10-25 with South Texas Infrastructure Group, LLC, requesting approval to engage services from Sub-Contractor (R.O.W. Surveying Services, LLC);
c. Acceptance and approval of Work Authorization No. 1 (estimated cost of $ 36,607.07) South Texas Infrastructure Group, LLC for: "job specific" project: “Sunflower Road” -Precinct No. 4, in connection to agreement # C-16-048-02-03.

G. District Courts

1. **AI-56975** a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;
b. Requesting approval of agreement if applicable for "On-line Research Services" with Lexis Nexis for the District Judges.

H. Sheriff's Office

1. **AI-56871** Acceptance of Final negotiated contract with Securus Technologies Inc. for Inmate Pay Telephone System & Services" for H.C. Sheriff's Office in connection with RFP: 2016-097-07-27.

25. Open Forum

26. **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-57006** Pending/potential litigation - Contract #C-05-007-08-02; Juvenile Justice Center

D. **AI-56959** C-8615-14-A; Michael Calvillo & Rosa Rivera v. Hidalgo County, et al

E. **AI-56955** Claim of Brittany Hernandez

27. 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)

28. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-57007** Pending/potential litigation - Contract #C-05-007-08-02; Juvenile Justice Center

D. **AI-56960** C-8615-14-A; Michael Calvillo & Rosa Rivera v. Hidalgo County, et al

E. **AI-56956** Claim of Brittany Hernandez

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

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

31. **Adjourn**

AI-56990 **County Judge's Office** **5. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Resolution in Support of the Rio Grande Valley Walk to Defeat ALS, also known as Lou Gehrig's disease, which will be held on Saturday, Nov. 12, 2016 at Bannworth Park in Mission.

BACKGROUND

Fiscal Impact

Attachments

ALS Walk Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2016 08:47 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Julia Sullivan		Started On: 10/20/2016 05:19 PM
Final Approval Date: 10/21/2016		

RESOLUTION IN SUPPORT OF
RIO GRANDE VALLEY WALK TO DEFEAT ALS

WHEREAS, ALS known by many as Lou Gehrig's disease, is a progressive, fatal neurodegenerative disease that attacks nerve cells in the brain and spinal cord; making even the simplest movements such as walking, speaking, and gesturing incredibly difficult; and

WHEREAS, approximately 23,000 individuals in the United States are afflicted with ALS at any given time, with 5,000 new cases reported each year; and

WHEREAS, ALS strikes people regardless of race, sex, age, or ethnicity with approximately 15 new cases diagnosed in the United States every day; and

WHEREAS, finding the causes of, and cure for, ALS will help prevent the disease from robbing hundreds of thousands of Americans their dignity and lives; and

WHEREAS, the ALS Texas Chapter is helping raise public awareness of this disease by hosting the Rio Grande Valley Walk to Defeat ALS on Saturday, November 12, 2016 at Bannworth Park in Mission; and

WHEREAS, employees from the Auditor's Office have come together to form team "Keeping the Faith" in support of a colleague currently fighting the disease. They invite everyone to join their team and help bring much needed dollars for support and services to families in Hidalgo County dealing with ALS.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby supports the Rio Grande Valley Walk to Defeat ALS and encourages all Hidalgo County residents to form or join a team in support this great cause.

Approved this 25th day of October 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-56769 **District Attorney** **6. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA-Victim Coordinator and Liaison Grant (VCLG) (1281) / Criminal DA (1100):
1. Approval to accept the Victim Coordinator and Liaison Grant (VCLG) in the amount of $42,000.00 effective 09/01/2016 thru 08/31/2017.
2. Approval of certification of revenues as certified by the County Auditor for the FY 2017 VCLG.
3. Approval to appropriate the FY 2017 VCLG funds.
4. Approval of the following personnel actions:

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Adjustment
Change in Funding Source	080-011	G001	Victim Assistance Coordinator	$43,260.00	$42,000.00	($1,260.00)
	080-002	0126		$0.00	$1,260.00	$1,260.00

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

BACKGROUND

Approval to submit grant application for FY2016 & FY2017 - AI#49655 May 19, 2015.

Approval to accept 1st Fiscal Year (September 1, 2015 thru August 31, 2016) - AI#51036 September 1, 2015.

Approval to ratify electronic signature. - AI#56502 September 27, 2016.

Fringes to be reclassified to the District Attorney's Criminal DA-General Fund Account #6-1100-412-00-080-002-0-XXX

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

Funds available pending AI-56947 CC 10/25/16

FISCAL YEAR: 2017 **ACCT. #:** 6-1281-412-00-080-011-7-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

E-MAIL
GRANT CONTRACT
PAR FORM
Transfer
Salary Projection
Fiscal Note
appropriation
COR
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/20/2016 01:32 PM
Human Resources	Diana Munoz	10/20/2016 04:53 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Ramiro Sendejo		Started On: 10/05/2016 04:23 PM
Final Approval Date: 10/21/2016		

Ramiro Sendejo <ramiro.sendejo@da.co.hidalgo.tx.us>

Hidalgo County FY2017 Victim Coordinator and Liaison Grant (VCLG) Award #1772391

2 messages

Ramiro Sendejo <ramiro.sendejo@da.co.hidalgo.tx.us> Wed, Oct 5, 2016 at 1:34 PM
To: "Garcia, Sylvia" <sylvia.garcia1@texasattorneygeneral.gov>
Cc: Rosalinda Cantu <rosalinda.cantu@da.co.hidalgo.tx.us>

Good Afternoon Ms. Garcia,

Attached please find the Fiscal Year 2016 Victim Coordinator and Liaison Grant (VCLG) Award E-mail sent to us by Margie Fernandez-Prew.

It specifically states FY2016, Award #1662352 and the dates of September 1, 2015 - August 31, 2016.

As per our phone conversation, in which I inquired about the County of Hidalgo not the receiving a new FY2017 Award e-mail (letter), you stated that the FY2016 Award E-mail is the only one that we will receive for both. This was due to the fact that when we applied for the grant that application was for two (2) fiscal years (FY16 & FY17).

And the since you e-mailed us the Executed Grant Contract #1772391 for FY2017 (September 1, 2016 - August 31, 2017) on October 3, 2016, it should serve as the grant funds award notification.

If this is correct please respond to this e-mail by confirming it.

This e-mail along with your response will be submitted to our governing body (the Hidalgo County Commissioners' Court) for their approval to accept.

If you have any questions or concerns please let me know.

Thank You,

–

Ramiro Sendejo
Accountant III
Administration Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 E. Cano, Rm. #131
Edinburg, TX 78539
(956) 292-7604 ext. 8082
(956) 318-2078 FAX
ramiro.sendejo@da.co.hidalgo.tx.us

FY2016 E-MAIL.pdf
58K

Garcia, Sylvia <Sylvia.Garcia1@oag.texas.gov> Wed, Oct 5, 2016 at 3:09 PM
To: Ramiro Sendejo <ramiro.sendejo@da.co.hidalgo.tx.us>

Mr. Sendejo,

This was the first year in which we were able to use DocuSign to award FY17 VCLG contracts to help expedite our award process for grantees. The executed contract VCLG#1772391 for FY2017 (September 1, 2016 - August 31, 2017) was sent on October 3, 2016. This was a copy of the executed contract that includes the grant funded award amount. I have attached a copy of your executed contract for easier review. Please keep for your records.

Thank you,

Sylvia R. Garcia

Contracts and Asset Management Division

Office of the Attorney General

P. O. Box 12548 MC005

Austin Texas 78711-2548

Phone 512-936-2936

Fax 512-370-9828

Sylvia.Garcia1@oag.texas.gov

From: Ramiro Sendejo [mailto:ramiro.sendejo@da.co.hidalgo.tx.us]
Sent: Wednesday, October 05, 2016 1:35 PM
To: Garcia, Sylvia
Cc: Rosalinda Cantu
Subject: Hidalgo County FY2017 Victim Coordinator and Liaison Grant (VCLG) Award #1772391

[Quoted text hidden]

1772391.pdf
422K

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GRANT CONTRACT

OAG Contract No. 1772391

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

SECTION 1. PURPOSE OF THE CONTRACT

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

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2016 and shall terminate August 31, 2017, unless it is terminated earlier in accordance with another provision of this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with Grant Application Kit. GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2016–2017 Grant Application Kit ("Application Kit") as supplemented, amended or adjusted by the OAG.

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

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Narrative, as submitted by GRANTEE, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

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

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

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

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

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

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

Such fiscal and programmatic management shall include: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes.

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Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

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

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

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2016, March 30, 2017, June 30, 2017, and continuing until the last quarterly statistical report which is due on or before September 30, 2017.

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

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

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

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

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

4.3 Financial Matters

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

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

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

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

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2017, GRANTEE will submit fiscal year end required reports.

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

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

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

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

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

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

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

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

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

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

SECTION 5. OBLIGATIONS OF OAG

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

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

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

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

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the

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OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program, are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

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

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

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

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

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

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

7.2 Records Retention. GRANTEE shall maintain and retain for a period of seven (7) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the seven (7) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not

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limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

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

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

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

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

7.7 Public Information Act. GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly accessible format pursuant to Section 2252.907 of the Texas Government Code.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

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

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

OAG-Grants@texasattorneygeneral.gov

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

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

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

Financial Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548

DocuSign Envelope ID: DD643484-909F-44CC-97B6-3D4AA0C21CA5

Austin, Texas 78711-2548

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

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

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

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

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

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

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

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SECTION 10. GENERAL TERMS AND CONDITIONS

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

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR 200, return of grant funds in the event of loss or misuse, and conflict of interest.

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

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

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

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GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

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

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

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

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original

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material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

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

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

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

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

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

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remaining OAG funding of the dissolving organization in addition to the standing organizations current funding.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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governmental agencies, and (e) other organizations that specifically provide victim related services.

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

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

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

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

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

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

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

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the

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contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

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

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

OFFICE OF THE ATTORNEY GENERAL	**Hidalgo County Criminal District Attorney's Office**
Adrienne McFarland	Ramon Garcia
Printed Name: Adrienne McFarland	Printed Name: Ramon Garcia
Office of the Attorney General	Authorized Official

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EXHIBIT A

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

$42,000.00

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

Budget Category	**State Fiscal Year 2017**
Personnel	$42,000.00
Fringe Benefits	$-
Professional & Consultant Services	$-
Travel	$-
Equipment	$-
Supplies	$-
Other Direct Operating Expenses	$-
Total	**$42,000.00**

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OAG Contract No. 1772391

EXHIBIT B

GRANT NARRATIVE

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

1. The proposed project goals will help us provide victim services for victims of violent crimes including, but not limited to the following: • Notification to Victims of Indictments- notifications will be mailed to victims named in felony cases which the Grand Jury has indicted. A letter explaining the indictment, victims' rights card, information on crime victim's compensation and the victim impact statement will be mailed to victims. • Crime Victims' Rights- victims will be informed in writing and will be explained their victims' rights in a language that they can read and interpret. • Victim Impact Statement- victims will be mailed a victim impact statement with an explanation of how this information will be used. They will be provided a form in the language they can read and write. The victim will be notified by mail to contact the VAC if they require assistance in completing this form. • Victims' Rights to Privacy- the victim will be allowed to request for privacy. The victim's safety will be considered and the VAC will work with other alternatives to maintain the safety of victims as far as reasonably practicable.

• Crime Victims Compensation- T.C.C.P. Art. 56.08 District and County Attorneys must provide a written notice to victims, after they are named as victims in an indictment of a case, of their right to apply for and receive assistance with application process for crime victim's compensation. The VAC will assist victims in applying for crime victim's compensation. •Court Ordered Restitution- the VAC will work with prosecutors in explaining the restitution process to victims. The VAC will coordinate with the OAG's Crime Victims Compensation fund (CVC) to determine if CVC has paid any financial loss caused by the crime. • Post Sentence Services- the VAC is the liaison between the victim and the penal system and will work closely with the Texas Department of Criminal Justice to provide post sentence services. Such as: Offender/Victim Mediation, Registration for VINE, Parole Review Process, and Victim Survivors Viewing Executions.

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

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OAG Contract No. 1772391

EXHIBIT C

SPECIAL CONDITIONS

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

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

The following Special Conditions apply to this contract:

None

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-011) DATE: 10/20/2016

CURRENT POSITION TITLE: VICTIM ASSISTANCE COORDINATOR CURRENT SLOT #: 011-G001 / 002-TBD

REQUESTED POSITION TITLE: VICTIM ASSISTANCE COORDINATOR

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Creation of slot

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

POSITION SALARY REQUEST:

Salary Amount: (1281)

$ 43,260.00	$ 42,000.00	$ (1,260.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (1100) 080-002

$ 0.00	$ 1,260.00	$ 1,260.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other VICTIM COORDINATOR & LIASON GRANT

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

Creation of slot is necessary to cover the County calendar year 3% Cost of living increase that was approved by Court on September 29, 2015.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/20/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☒ NO	
2.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

DATE: October 25, 2016

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for CRIM DA

ACCOUNT NUMBER: 6-1100-41X-00-XXX-002-0-XXX

2016
Transfer
AI-56769

CONTACT PERSON: Patricia Ramos **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
6-1100-415-00-115-002-0- 899	**CO WIDE ADM-**	**CONTINGENCY**	**(5,316.28)**
TO			
6-1100-412-00-080-002-0- 113	**CRIM DA-**	**REG F/T EMPLOYEES**	**420.00**
6-1100-412-00-080-002-0- 211	**CRIM DA-**	**HEALTH INSURANCE**	**2,056.00**
6-1100-412-00-080-002-0- 212	**CRIM DA-**	**LIFE INSURANCE**	**12.52**
6-1100-412-00-080-002-0- 220	**CRIM DA-**	**FICA**	**1,103.13**
6-1100-412-00-080-002-0- 230	**CRIM DA-**	**RETIREMENT**	**1,622.25**
6-1100-412-00-080-002-0- 250	**CRIM DA-**	**UNEMPLOYMENT COMP**	**86.52**
6-1100-412-00-080-002-0- 260	**CRIM DA-**	**WORKER'S COMP**	**15.86**
	TOTAL BUDGET INCREASE (DECREASE)		**$ 0.00**

REASON: **Transfer needed to fund personnel actions, AI-56769 CC 10/25/16.**

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

VCLG Grant Fiscal Year 2016
Salary Projections (Estimated)
September 1, 2016 - August 31, 2017

	Salary	Longevity Pay	2016 Prorated Compensation (09/01/2016 - 12/31/2016)	2016 Budgeted Salary	COLA Increase	2017 Total Compensation	2017 Prorated Compensation (01/01/17 - 08/31/2016)	Total Salary Amount (09/01/16 - 08/31/2017)	Health Ins	Life Ins.	FICA (7.65%)	Retirement (11.47%)	Umemployment (.60%)	Workers Comp (11%)	Total Salary and Fringes
Asst.Coordinator	43,260.00		14,420.00	43,260.00	-	43,260.00	28,784.54	43,204.54	6,399.78	39.95	3,309.39	4,961.92	259.23	47.52	58,222.33
								43,204.54	6,399.78	39.95	3,309.40	4,961.92	259.23	47.52	58,222.33

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, October 25, 2016**

Agenda Item: **56769**

Summary of request/proposal:
VCLG (1281)-
Approval of the following personnel actions, effective 09/01/16 :

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	Vicitim Assistance Coordinator	G001	113	0.00	42,000.00	42,000.00
				0.00	42,000.00	42,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1281-412-00-080-011-7-	113	VCLG-	REGULAR FULL TIME	$42,000.00
6-1281-412-00-080-011-7-	211	VCLG-	HEALTH INSURANCE	~~$6,272.15~~
6-1281-412-00-080-011-7-	212	VCLG-	LIFE INSURANCE	~~$37.66~~
6-1281-412-00-080-011-7-	220	VCLG-	FICA	~~$3,221.24~~
6-1281-412-00-080-011-7-	230	VCLG-	RETIREMENT	~~$4,798.95~~
6-1281-412-00-080-011-7-	250	VCLG-	UNEMPLOYMENT COMP	~~$252.65~~
6-1281-412-00-080-011-7-	260	VCLG-	WORKER'S COMP	~~$46.32~~
			2016-2017 Budgetary Impact	$56,628.97

Possible Funding Sources: **Appropriation**

Comments:

Fringes to be reclassified into the District Attorney's Criminal DA-General Fund Account #6-1100-412-00-080-002-0-XXX.

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, October 25, 2016**

Agenda Item: **56769**

Summary of request/proposal:
Crim DA (1100)-
Approval of the following personnel actions, effective 09/01/16 :

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Vicitim Assistance Coordinator	0126	113	0.00	1,260.00	1,260.00
				0.00	1,260.00	1,260.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-080-002-0-	113	Crim DA-	REGULAR FULL TIME	$420.00
6-1100-412-00-080-002-0-	211	Crim DA-	HEALTH INSURANCE	$2,056.00
6-1100-412-00-080-002-0-	212	Crim DA-	LIFE INSURANCE	$12.52
6-1100-412-00-080-002-0-	220	Crim DA-	FICA	$1,103.13
6-1100-412-00-080-002-0-	230	Crim DA-	RETIREMENT	$1,622.25
6-1100-412-00-080-002-0-	250	Crim DA-	UNEMPLOYMENT COMP	$86.52
6-1100-412-00-080-002-0-	260	Crim DA-	WORKER'S COMP	$15.86
			2016 Budgetary Impact	$5,316.28

2017 Budgetary Impact: $38,933.19

Possible Funding Sources: **Interdepartmental transfer**

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: October 24, 2016

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 6-1281-412-00-080-XXX-7-XXX VCLG

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

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1281-412-00-080-011-7-113	Regular F/T Employees	$42,000.00
6-1281-334-10-080-011-7-000	VCLG REVENUES	$42,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**$42,000.00**

REASON: To appropriate FY2017 Victim Coordinator and Liasion Grant (VCLG). Funding provided by Office of the Attorney General (OAG) from Setember 1, 2016 - August 31, 2017. (Fringes to be paid from the District Attorneys' Criminal DA-General Fund Account #6-1100-412-00-080-002-0-XXX)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

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

October 21, 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 Office of the Governor-Criminal Justice Division. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$42,000.00	OAG Contract No. 1772391 Victim Coordinator and Liaison Grant (VCLG)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10-24-16
Date

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

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

Minerva Diaz

From: Ramiro Sendejo [ramiro.sendejo@da.co.hidalgo.tx.us]
Sent: Thursday, October 20, 2016 11:59 AM
To: Minerva Diaz
Subject: Certification of Revenue VCLG
Attachments: E-mail.pdf; 1772391 Grant Contract.pdf; FY2016 E-MAIL (2).pdf

Good Morning Minerva,

Please process a Certification of Revenue in the amount total amount of $42,000.00 for the Victim Coordinator and Liaison Grant (VCLG) effective 09/01/2016 thru 08/31/2017. Attached is the Award Letter and Statement of Grant Award.

Agenda Item #AI-56769 will be presented to Commissioners Court requesting acceptance of these funds on November 08, 2016. A request has been submitted to the Budget Office to move this agenda item to October 25, 2016; request is still pending.

If you have any questions please let me know.

Thank You,

--

Ramiro Sendejo
Accountant III
Administration Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 E. Cano, Rm. #131
Edinburg, TX 78539
(956) 292-7604 ext. 8082
(956) 318-2078 FAX
ramiro.sendejo@da.co.hidalgo.tx.us

AI-56769 **District Attorney** **6. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA-Victim Coordinator and Liaison Grant (VCLG) (1281) / Criminal DA (1100):

1. Approval to accept the Victim Coordinator and Liaison Grant (VCLG) in the amount of $42,000.00 effective 09/01/2016 thru 08/31/2017.
2. Approval of certification of revenues as certified by the County Auditor for the FY 2017 VCLG.
3. Approval to appropriate the FY 2017 VCLG funds.
4. Approval of the following personnel actions:

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Salary Adj (decrease) / Create	080-011	G001	Victim Assistance Coordinator	$43,260.00	$42,000.00
	080-002	0126		$0.00	$1,260.00

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

BACKGROUND

Approval to submit grant application for FY2016 & FY2017 - AI#49655 May 19, 2015.

Approval to accept 1st Fiscal Year (September 1, 2015 thru August 31, 2016) - AI#51036 September 1, 2015.

Approval to ratify electronic signature. - AI#56502 September 27, 2016.

Fringes to be paid from the District Attorney's Criminal DA-General Fund Account #6-1100-412-00-080-002-0-XXX

Fiscal Impact

Attachments

E-MAIL
GRANT CONTRACT
APPROPRIATION
PAR FORM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/20/2016 01:32 PM
Human Resources	Diana Munoz	10/20/2016 04:53 PM
Final Approval		
Form Started By: Ramiro Sendejo		Started On: 10/05/2016 04:23 PM

DATE: October 24, 2016

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 6-1281-412-00-080-XXX-7-XXX VCLG

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

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
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	TOTAL BUDGET INCREASE (DECREASE)	**$42,000.00**

REASON: To appropriate FY2017 Victim Coordinator and Liasion Grant (VCLG). Funding provided by Office of the Attorney General (OAG) from Setember 1, 2016 - August 31, 2017. (Fringes to be paid from the District Attorneys' Criminal DA-General Fund Account #6-1100-412-00-080-002-0-XXX)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Ramiro Sendejo <ramiro.sendejo@da.co.hidalgo.tx.us>

Hidalgo County FY2017 Victim Coordinator and Liaison Grant (VCLG) Award #1772391

2 messages

Ramiro Sendejo <ramiro.sendejo@da.co.hidalgo.tx.us> Wed, Oct 5, 2016 at 1:34 PM
To: "Garcia, Sylvia" <sylvia.garcia1@texasattorneygeneral.gov>
Cc: Rosalinda Cantu <rosalinda.cantu@da.co.hidalgo.tx.us>

Good Afternoon Ms. Garcia,

Attached please find the Fiscal Year 2016 Victim Coordinator and Liaison Grant (VCLG) Award E-mail sent to us by Margie Fernandez-Prew.

It specifically states FY2016, Award #1662352 and the dates of September 1, 2015 - August 31, 2016.

As per our phone conversation, in which I inquired about the County of Hidalgo not the receiving a new FY2017 Award e-mail (letter), you stated that the FY2016 Award E-mail is the only one that we will receive for both. This was due to the fact that when we applied for the grant that application was for two (2) fiscal years (FY16 & FY17).

And the since you e-mailed us the Executed Grant Contract #1772391 for FY2017 (September 1, 2016 - August 31, 2017) on October 3, 2016, it should serve as the grant funds award notification.

If this is correct please respond to this e-mail by confirming it.

This e-mail along with your response will be submitted to our governing body (the Hidalgo County Commissioners' Court) for their approval to accept.

If you have any questions or concerns please let me know.

Thank You,

Ramiro Sendejo
Accountant III
Administration Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 E. Cano, Rm. #131
Edinburg, TX 78539
(956) 292-7604 ext. 8082
(956) 318-2078 FAX
ramiro.sendejo@da.co.hidalgo.tx.us

FY2016 E-MAIL.pdf
58K

Garcia, Sylvia <Sylvia.Garcia1@oag.texas.gov> Wed, Oct 5, 2016 at 3:09 PM
To: Ramiro Sendejo <ramiro.sendejo@da.co.hidalgo.tx.us>

Mr. Sendejo,

This was the first year in which we were able to use DocuSign to award FY17 VCLG contracts to help expedite our award process for grantees. The executed contract VCLG#1772391 for FY2017 (September 1, 2016 - August 31, 2017) was sent on October 3, 2016. This was a copy of the executed contract that includes the grant funded award amount. I have attached a copy of your executed contract for easier review. Please keep for your records.

Thank you,

Sylvia R. Garcia

Contracts and Asset Management Division

Office of the Attorney General

P. O. Box 12548 MC005

Austin Texas 78711-2548

Phone 512-936-2936

Fax 512-370-9828

Sylvia.Garcia1@oag.texas.gov

From: Ramiro Sendejo [mailto:ramiro.sendejo@da.co.hidalgo.tx.us]
Sent: Wednesday, October 05, 2016 1:35 PM
To: Garcia, Sylvia
Cc: Rosalinda Cantu
Subject: Hidalgo County FY2017 Victim Coordinator and Liaison Grant (VCLG) Award #1772391

[Quoted text hidden]

1772391.pdf
422K

DocuSign Envelope ID: DD643484-909F-44CC-97B6-3D4AA0C21CA5

GRANT CONTRACT

OAG Contract No. 1772391

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

SECTION 1. PURPOSE OF THE CONTRACT

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

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2016 and shall terminate August 31, 2017, unless it is terminated earlier in accordance with another provision of this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with Grant Application Kit. GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2016–2017 Grant Application Kit ("Application Kit") as supplemented, amended or adjusted by the OAG.

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

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Narrative, as submitted by GRANTEE, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

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

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

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

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

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

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

Such fiscal and programmatic management shall include: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes.

Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

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

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

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2016, March 30, 2017, June 30, 2017, and continuing until the last quarterly statistical report which is due on or before September 30, 2017.

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

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

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

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

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

4.3 Financial Matters

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

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

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

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

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2017, GRANTEE will submit fiscal year end required reports.

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

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

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

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

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

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

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

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

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

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

SECTION 5. OBLIGATIONS OF OAG

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

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

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

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

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the

OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program, are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

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

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

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

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

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

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

7.2 Records Retention. GRANTEE shall maintain and retain for a period of seven (7) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the seven (7) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not

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limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

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

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

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

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

7.7 Public Information Act. GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly accessible format pursuant to Section 2252.907 of the Texas Government Code.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

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

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

OAG-Grants@texasattorneygeneral.gov

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

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

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

Financial Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548

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Austin, Texas 78711-2548

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

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

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

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

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

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

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

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SECTION 10. GENERAL TERMS AND CONDITIONS

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

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR 200, return of grant funds in the event of loss or misuse, and conflict of interest.

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

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

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

GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

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

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

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

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original

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material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

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

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

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

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

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

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remaining OAG funding of the dissolving organization in addition to the standing organizations current funding.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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governmental agencies, and (e) other organizations that specifically provide victim related services.

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

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

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

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

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

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

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

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the

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contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

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

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

OFFICE OF THE ATTORNEY GENERAL

Adrienne McFarland

Printed Name: Adrienne McFarland
Office of the Attorney General

Hidalgo County Criminal District Attorney's Office

Ramon Garcia

Printed Name: Ramon Garcia
Authorized Official

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OAG Contract No. 1772391

EXHIBIT A

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

$42,000.00

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

Budget Category	**State Fiscal Year 2017**
Personnel	$42,000.00
Fringe Benefits	$-
Professional & Consultant Services	$-
Travel	$-
Equipment	$-
Supplies	$-
Other Direct Operating Expenses	$-
Total	**$42,000.00**

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OAG Contract No. 1772391

EXHIBIT B

GRANT NARRATIVE

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

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

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

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OAG Contract No. 1772391

EXHIBIT C

SPECIAL CONDITIONS

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

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

The following Special Conditions apply to this contract:

None

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-011) DATE: 10/20/2016

CURRENT POSITION TITLE: VICTIM ASSISTANCE COORDINATOR CURRENT SLOT #: 011-G001 / 002-TBD

REQUESTED POSITION TITLE: VICTIM ASSISTANCE COORDINATOR

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Creation of slot

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

POSITION SALARY REQUEST:

Salary Amount: (1281)

$ 43,260.00	$ 42,000.00	$ (1,260.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (1100) 080-002

$ 0.00	$ 1,260.00	$ 1,260.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other VICTIM COORDINATOR & LIASON GRANT

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

Creation of slot is necessary to cover the County calendar year 3% Cost of living increase that was approved by Court on September 29, 2015.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature]	10/20/16	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ NO
	DEPARTMENT HEAD	Date				
2.			PERSONNEL PROCEDURES COMPLETED	☐	YES	☐ NO
	HUMAN RESOURCES DIRECTOR	Date				
3.			BUDGET PROCEDURES COMPLETED	☐	YES	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				
4.						
	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 21 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-~~011~~) 002 VCLG (080.011) DATE: 10/20/2016

CURRENT POSITION TITLE: VICTIM ASSISTANCE COORDINATOR CURRENT SLOT #: 011-G001 / 002-TBD 0196

REQUESTED POSITION TITLE: VICTIM ASSISTANCE COORDINATOR

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Change in Funding Source ~~Creation of slot~~

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

POSITION SALARY REQUEST:

Salary Amount: (1281) (080-011)

$ 43,260.00	$ 42,000.00	$ (1,260.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (1100) (080-002)

$ 0.00	$ 1,260.00	$ 1,260.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other VICTIM COORDINATOR & LIASON GRANT

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

Creation of slot is necessary to cover the County calendar year 3% Cost of living increase that was approved by Court on September 29, 2015.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature]	10/20/16	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☒ NO	
	DEPARTMENT HEAD	Date				
2.	[signature]	10/21/2016	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO	
	HUMAN RESOURCES DIRECTOR	Date				
3.	[signature]	10/25/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				
4.						
	COMMISSIONERS' COURT APPROVAL	Date				

AI-56909 **District Attorney** **6. B.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA-Domestic Violence Specialty Grant / DA Investigation HB65 (1223):
1. Approval to accept the Hidalgo County Domestic Violence Specialty/Violence Against Women Formula Grant, from the Office of the Governor's, in the amount of $114,736.86, effective 09/01/2016 thru 08/31/2017.
2. Approval of certification of revenues as certified by the County Auditor for FY2016 Hidalgo County Domestic Violence Specialty Prosecutor Grant.
3. Approval to appropriate the FY2016 Hidalgo County Domestic Violence Specialty Prosecutor Grant funds.
4. Approval of the following personnel actions:

Action	Slot#	Dept/ Program	Position Title	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance
Create	G003	080-018	Administrative Assistant I	$0.00	$30,560.00
Salary Adjustment (Increase)	G002	080-018	Assistant District Attorney III	$65,405.00	$66,626.00
	A142	080-007	(Auto Allowance)	$900.00	$900.00

5. Approval to the revise salary schedule in accordance with Commissioners' court approval.

BACKGROUND

Funding is provided by the Office of the Governor Criminal Justice Division. Cash Match is required.

Approval to apply Agenda Item AI#53231 February 16, 2016.

$61,781.38 cash match portion by County; Ref: AI-57008, CC 10/25/16.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1281-412-00-080-018-6-XXX

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

BUDGETARY IMPACT:

Domestic Violence Specialty Grant Award = $114,736.86
Required Local Match = $61,781.38 (35%)

FISCAL YEAR: 2016 **ACCT. #:** 6-1223-412-00-080-007-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/21/16.

Attachments

AWARD E-MAIL
BUDGET
Statement of Grant Award
LETTER
Salary Analysis - HB65
Fiscal Notes
SS
revised
COR
job desc
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/18/2016 11:06 AM
Human Resources	Diana Munoz	10/21/2016 11:21 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Ramiro Sendejo		Started On: 10/17/2016 02:43 PM
Final Approval Date: 10/21/2016		

****

-------- Forwarded message ---------
From: <eGrants@gov.texas.gov>
Date: Fri, Oct 14, 2016 at 7:32 AM
Subject: CJD eGrants: Notification of OOG Grant Award for Grant Number: 2931302
To: ramon.garcia@co.hidalgo.tx.us, ricardo.rodriguez@da.co.hidalgo.tx.us, ray.eufracio@auditor.co.hidalgo.tx.us
Cc: mcruz@lrgvdc.org, jsaenz@lrgvdc.org, hls@lrgvdc.org

It is a pleasure to inform you that your application for funding has been awarded!

See the instructions below for specific information about activating your award. Thank you for your work and best wishes for a successful project.

Instructions for Activating Your Grant

To activate your agency's grant, the Authorized Official should log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' page. In the 'Current Status' column, locate the application(s) marked 'Pending Acceptance of Award'. Click on the grant number and proceed to the 'Accept Award' tab. At the bottom of this page you may click the appropriate tab to 'Accept' or 'Decline' the award for your grant.

Ramiro Sendejo <ramiro.sendejo@da.co.hidalgo.tx.us>

Fwd: CJD eGrants: Notification of OOG Grant Award for Grant Number: 2931302

1 message

Rosalinda Cantu <rosalinda.cantu@da.co.hidalgo.tx.us> Fri, Oct 14, 2016 at 9:57 AM
To: "sendejo, ramiro" <ramiro.sendejo@da.co.hidalgo.tx.us>

FYI.

Sincerely,

Rosalinda Cantu

HR Coordinator/ Office Administrator
Hidalgo County
Office of the Criminal District Attorney
100 E. Cano, Courthouse Annex III, 2nd Floor
Edinburg, Texas 78539
Office No. (956) 292-7604 ext. 8085 Fax (956) 318-2078
rosalinda.cantu@da.co.hidalgo.tx.us

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---------- Forwarded message ---------
From: **Ricardo Rodriguez** <ricardo.rodriguez@da.co.hidalgo.tx.us>
Date: Fri, Oct 14, 2016 at 9:47 AM
Subject: Fwd: CJD eGrants: Notification of OOG Grant Award for Grant Number: 2931302
To: Rosa Martinez <rosa.martinez@da.co.hidalgo.tx.us>, Rosalinda Cantu <rosalinda.cantu@da.co.hidalgo.tx.us>

Ricardo Rodriguez, Jr.,
Criminal District Attorney
Hidalgo County, Texas
100 East Cano, 2nd Floor
Edinburg, TX 78539
(956) 292-7600
(956) 292-7623, fax

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Print This Page

Agency Name: Hidalgo County
Grant/App: 2931302 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County Domestic Violence Specialty Prosecutor
Status: Pending AO Acceptance of Award

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Advocate	Exsisting position-The Victim Advocate will provide support services to victim participating in the prosecution process. The victim advocate will provide victims with safety plan, referrals for protective orders, court accompaniment, registration with VINE, notification of court proceedings, assistance filing crime victims compensation, victim impact statement, and restitution information. He/she will explain victims rights as per Chapter 56 of the Texas Criminal Code of Procedure. The advocate will offer emotional support, crisis intervention services and referrals to counseling. Base Salary: $34,624.92 + Fringe Benefits $13,108.50 = $47,733.42 Fringe Benfits Breakdown= Health Insurance $6399.78, Life Inusurance $39.95 ,FICA $2,648.81, Retirement $3,770.66, Unemployment $207.75 , Workers Comp $41.55 (M.R.)	$31,026.72	$16,706.70	$0.00	$0.00	$47,733.42	100
Personnel	Assistant	Administrative Assistant- will work with the prosecutor in preparing court docket, case files, imput data in odyssey. File cases, make copies, phone calls and assist prosecutor in daily office duties.Base Salary: $30,560.38 + Fringe	$27,875.93	$15,010.11	$0.00	$0.00	$42,886.04	100

		Benefits $12,325.66 = $42,866.04 Fringe Benfits Breakdown= Health Insurance $6,399.78, Life Inusurance $39.95 ,FICA $2,337.87, Retirement $3,328.03 Unemployment $183.36 , Workers Comp $36.67 (New Hire)						
Personnel	Prosecutor	Exsisting Position- The Speciality Prosecutor will be prosecuting cases within the Domestic Violence Unit in the Hidalgo County Criminal District Attorney's Office. Duties of the prosecutor will include case screening, consulting with victim advocate, coordinating with local police departments, planning of plice training sessions and oversight of the the Domestic Violence Unit. The Speciality Prosecutor and the Victim Advocate will interact with community based victim service organizations, the local domestic violence shelter, and local law enforcemnt agencies. He/She will assist in coordinating a community response for domestic violence incidents. He/She will work directly with victim throughout the prosecution process to help victims have a favorable court experience. The Specialty Prosecutor will also collaborate with the probation department and the Hidalgo County Family VIolence Task Force. Base Salary: $66,626.74 + Fringe Benefits $19,272.04 = $85,898.78 Fringe Benfits Breakdown= Health Insurance $6,399.78, Life Inusurance $39.95 ,FICA $5,096.95, Retirement $7,255.65, Unemployment $399.76 , Workers Comp $79.95 (T.V.)	$55,834.21	$30,064.57	$0.00	$0.00	$85,898.78	100

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

10:48 AM

Agency Name: Hidalgo County
Grant/App: 2931302
Start Date: 9/1/2016
Project Title: Hidalgo County Domestic Violence Specialty Prosecutor
Status: Pending AO Acceptance of Award
End Date: 8/31/2017
Fund Source: WF-Violence Against Women Formula Grants
Current Grant Manager: Donald Stout
Current Program Manager: Kim Hild
Liquidation Date:
CFDA: 16.588

General Information and Instructions

View Introduction

View Certification and Assurances

View Instructions

Grant Award Documents

Congratulatory Letter and Instructions

Grantee Responsibilities Memo

Print Statement of Grant Award

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2931302	**Award Amount:**	$114,736.86
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$61,781.38
Grant Period:	09/01/2016 - 08/31/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2017	**Total Project Cost:**	$176,518.24
Program Fund:	WF-Violence Against Women Formula Grants		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Domestic Violence Specialty Prosecutor		
Grant Manager:	Donald Stout		
DUNS Number:	103110834		

CFDA:	16.588 - Violence Against Women Formula Grants
Federal Awarding Agency:	U.S. Department of Justice, Office on Violence Against Women
Federal Award Date:	9/27/2016
Federal/State Award ID Number:	2016-WF-AX-0034
Total Federal Award/State Funds Appropriated:	$10,698,475.00
Pass Thru Entity Name:	Texas Office of the Governor - Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The STOP Program continues to encourage the development and implementation of effective, victim centered law enforcement, prosecution, and court strategies to address violent crimes against women and the

development and enhancement of victim services in cases involving violent crimes against women. It envisions a partnership among law enforcement, prosecution, courts, and victim services organizations to enhance victim safety and hold offenders accountable for their crimes against women.

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds

Accept Decline

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Camille Cain
Executive Director
Criminal Justice Division

DA INVESTIGATION HB65

Salaries Analysis Worksheet

as of 10/21/2016

Acct No: 6-1223-412-00-080-007-0 DA INVESTIGATION HB65

BUDGETED

Object Code	Acct. Description	2016 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability
113	Regular Full-Time	$1,036,095.00	$39,849.81	6.5	$259,023.75	$284,570.05	$25,546.30
118	Auto Allowance	$13,500.00	$519.23	6.5	$3,375.00	$3,695.11	$320.11
211	Health	$129,346.79	$5,389.45	5.0	$26,947.25	$41,706.78	$14,759.53
212	Life	$787.66	$65.64	3.0	$196.92	$298.04	$101.13
220	FICA	$80,647.98	$3,101.85	6.5	$20,162.00	$29,370.70	$9,208.71
230	Retirement	$118,599.98	$4,561.54	6.5	$29,650.00	$36,197.71	$6,547.72
250	Unemployment	$6,325.33	$243.28	6.5	$1,581.33	$3,014.27	$1,432.94
260	Workers Comp	$3,193.00	$122.81	6.5	$798.25	$2,672.49	$1,874.24
TOTAL		**$1,388,495.74**	**$53,853.60**	**-**	**$341,734.49**	**$401,525.15**	**$59,790.66**

ACTUAL

Object Code	Acct. Description	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability
113	Regular Full-Time	$35,804.88	6.5	$232,731.72	$284,570.05	$51,838.33
118	Auto Allowance	$619.64	6.5	$4,027.66	$3,695.11	($332.55)
211	Health	$5,077.57	5.0	$25,387.85	$41,706.78	$16,318.93
212	Life	$63.88	3.0	$191.64	$298.04	$106.40
220	FICA	$2,789.90	6.5	$18,134.35	$29,370.70	$11,236.35
230	Retirement	$4,271.86	6.5	$27,767.09	$36,197.71	$8,430.62
250	Unemployment	$189.83	6.5	$1,233.90	$3,014.27	$1,780.38
260	Workers Comp	$72.05	6.5	$468.33	$2,672.49	$2,204.17
TOTAL		**$48,889.61**	**-**	**$309,942.53**	**$401,525.15**	**$91,582.62**

*Expenditures based on **actual** not budgeted.

Please note:

Longevity pay & Health Ins = 24 pay periods (twice a month)

Life Ins = 12 pay periods (once a month)

All others = 26 pay periods

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, October 25, 2016 Agenda Item: 56909

Summary of request/proposal:
CJD-DVSP (1281): Approval of the following personnel actions, effective 09/01/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	ADVOCATE I	G001	113	0.00	33,990.00	33,990.00
1281	ASSISTANT DISTRICT ATTORNEY III	G002	113	0.00	66,626.00	66,626.00
1281	ADMINISTRATIVE ASSISTANT	G003	113	0.00	30,560.00	30,560.00
				0.00	131,176.00	131,176.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1281-412-00-080-018-6-	113	CJD-DVSP-	REG F/T EMPLOYEES	$131,512.35
6-1281-412-00-080-018-6-	211	CJD-DVSP-	HEALTH INSURANCE	$18,816.46
6-1281-412-00-080-018-6-	212	CJD-DVSP-	LIFE INSURANCE	$112.97
6-1281-412-00-080-018-6-	220	CJD-DVSP-	FICA	$10,060.70
6-1281-412-00-080-018-6-	230	CJD-DVSP-	RETIREMENT	$14,988.27
6-1281-412-00-080-018-6-	250	CJD-DVSP-	UNEMPLOYMENT COMP	$789.07
6-1281-412-00-080-018-6-	260	CJD-DVSP-	WORKER'S COMP	$144.67
			Sept 2016 - Aug 2017 Budgetary Impact	$176,424.49

Possible Funding Sources: Appropriation of grant funds.

Comments:

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, October 25, 2016 Agenda Item: 56909

Summary of request/proposal:
HB65 (1223): Approval of the following personnel actions, effective 09/01/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	ASSISTANT DISTRICT ATTORNEY III	0142	118	0.00	900.00	900.00
				0.00	900.00	900.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1223-412-00-080-007-0-	118	DA CCP59-	AUTO ALLOWANCE	$300.00
6-1223-412-00-080-007-0-	211	DA CCP59-	HEALTH INSURANCE	$0.00
6-1223-412-00-080-007-0-	212	DA CCP59-	LIFE INSURANCE	$0.00
6-1223-412-00-080-007-0-	220	DA CCP59-	FICA	$22.95
6-1223-412-00-080-007-0-	230	DA CCP59-	RETIREMENT	$33.75
6-1223-412-00-080-007-0-	250	DA CCP59-	UNEMPLOYMENT COMP	$1.80
6-1223-412-00-080-007-0-	260	DA CCP59-	WORKER'S COMP	$0.33
			2016-2017 Budgetary Impact	$358.83

Possible Funding Sources: Lapsed funds; see salary analysis.

Comments:

Domestic Violence Specialty Prosecutor Grant Fiscal Year 2016
Salary Projections (Estimated)
September 1, 2016 - August 31, 2017

	Salary	Longevity Pay	2016 Prorated Compensation (09/01/2016 - 12/31/2016)	2016 Budgeted Salary	COLA Increase	2017 Total Compensation	2017 Prorated Compensation (01/01/17 - 08/31/2016)	Total Salary Amount (09/01/16 - 08/31/2017)	Health Ins	Life Ins.	FICA (7.65%)	Retirement (11.47%)	Umemployment (.60%)	Workers Comp (11%)	Total Salary and Fringes
Assistant	30,560.00	-	10,186.67	30,560.00	-	30,560.00	20,451.69	30,638.36	6,272.15	37.66	2,343.83	3,497.62	183.83	33.70	43,007.15
Advocate	33,990.00	-	11,330.00	33,990.00	-	33,990.00	22,747.15	34,077.15	6,272.15	37.66	2,606.90	3,888.02	204.46	37.48	47,123.83
Attorney	66,626.00	-	22,208.67	66,626.00	-	66,626.00	44,588.17	66,796.84	6,272.15	37.66	5,109.96	7,602.64	400.78	73.48	86,293.51
								131,512.35	18,816.46	112.97	10,060.70	14,988.27	789.07	144.67	176,424.49
								131,512.35	TOTAL SALARIES						176,518.24
								93.75							176,424.49
								131,606.10	TOTAL SALARIES APPROPRIATED				DIFFERENCE		93.75

DATE: October 21, 2016

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 6-1281-412-00-080-018-6-XXX DVSP

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

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1281-412-00-080-018-6-113	CJD-DVSP-Regular F/T Employees	$131,606.10
6-1281-412-00-080-018-6-211	CJD-DVSP-Health Insurance	$18,816.46
6-1281-412-00-080-018-6-212	CJD-DVSP-Life Insurance	$112.97
6-1281-412-00-080-018-6-220	CJD-DVSP-FICA	$10,060.70
6-1281-412-00-080-018-6-230	CJD-DVSP-Retirement	$14,988.27
6-1281-412-00-080-018-6-250	CJD-DVSP-Unemployment Comp	$789.07
6-1281-412-00-080-018-6-260	CJD-DVSP-Workers Comp	$144.67
6-1281-334-10-080-018-6-000	CJD-DVSP-Revenues	$114,736.86
6-1281-391-01-000-100-6-000	Transfer In - General Fund (DO NOT POST)	$61,781.38
6-1100-491-01-000-281-6-891	Transfer Out - DA Grants (DO NOT POST)	$61,781.38
	TOTAL BUDGET INCREASE (DECREASE)	**$176,518.24**

REASON: To appropriate Fiscal Year 2016 Domestic Violence Specialty Prosecutor (DVSP). Funding provided by Office of the Governor (OOG) from Setember 1, 2016 - August 31, 2017. Projected amount of salaries and fringes were greater than actual amount needed. Excess amount will be added to object code #113 for appropriation purposes only.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

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

October 21, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$114,736.86	Grant No. 2931302 Hidalgo County Domestic Violence Specialty Prosecutor

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10-24-16
Date

Ray Eufracio, CPA
Hidalgo County Auditor

THE COUNTY OF HIDALGO TEXAS

Minerva Diaz

From: Ramiro Sendejo [ramiro.sendejo@da.co.hidalgo.tx.us]
Sent: Tuesday, October 18, 2016 9:49 AM
To: Minerva Diaz; Deborah Fischer; Rosalinda Cantu
Subject: CERTIFICATION OF REVENUES-DOMESTIC VIOLENCE SPECIALTY PROSECUTOR GRANT
Attachments: Award E-Mail #2931302.pdf; SOGA #2931302.pdf; SOGA_CongratulatoryLetter_2015-05-26.pdf

Good Morning Minerva,

Please process a Certification of Revenue in the amount total amount of $176,518.24 (Domestic Violence Specialty Prosecutor Grant $114,736.86 + Local Match $61,781.38) for the Domestic Violence Specialty Prosecutor Grant (DVSP) grant effective 09/01/2016 thru 08/31/2017. Attached is the Award Letter and Statement of Grant Award.

Agenda Item #AI-56909 will be presented to Commissioners Court requesting acceptance of these funds on November 08, 2016. A request has been submitted to the Budget Office to move this agenda item to October 25, 2016; request is still pending.

If you have any questions please let me know.

Thank You,

--

Ramiro Sendejo
Accountant III
Administration Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 E. Cano, Rm. #131
Edinburg, TX 78539
(956) 292-7604 ext. 8082
(956) 318-2078 FAX
ramiro.sendejo@da.co.hidalgo.tx.us

AI-56909 **District Attorney 6. B.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA-Domestic Violence Specialty Grant / DA Investigation HB65 (1223):
1. Approval to accept the Hidalgo County Domestic Violence Specialty/Violence Against Women Formula Grant, from the Office of the Governor's, in the amount of $114,736.86, effective 09/01/2016 thru 08/31/2017.
2. Approval of certification of revenues as certified by the County Auditor for FY2016 Hidalgo County Domestic Violence Specialty Prosecutor Grant.
3. Approval to appropriate the FY2016 Hidalgo County Domestic Violence Specialty Prosecutor Grant funds.
4. Approval of the following personnel actions:

Action	Slot#	Dept/ Program	Position Title	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance
Create	G003	080-018	Administrative Assistant I	$0.00	$30,560.00
Salary Adjustment (Increase)	G002	080-018	Assistant District Attorney III	$65,405.00	$66,626.00
	A142	080-007	(Auto Allowance)	$900.00	$900.00

5. Approval to the revise salary schedule in accordance with Commissioners' court approval.

BACKGROUND

Funding is provided by the Office of the Governor Criminal Justice Division. Cash Match is required.

Approval to apply Agenda Item AI#53231 February 16, 2016.

$61,781.38 cash match portion by County; Ref: AI-57008, CC 10/25/16.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Domestic Violence Specialty Grant Award = $114,736.86
Required Local Match = $61,781.38 (35%)

Attachments

AWARD E-MAIL
BUDGET
Statement of Grant Award
LETTER
APPROPRIATION
SALARY SCHEDULE
Salary Analysis - HB65
Fiscal Notes

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/18/2016 11:06 AM
Human Resources	Diana Munoz	10/21/2016 11:21 AM
Final Approval		
Form Started By: Ramiro Sendejo		Started On: 10/17/2016 02:43 PM

DATE: October 21, 2016

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 6-1281-412-00-080-018-6-XXX DVSP

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

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1281-412-00-080-018-6-113	CJD-DVSP-Regular F/T Employees	$131,606.10
6-1281-412-00-080-018-6-211	CJD-DVSP-Health Insurance	$18,816.46
6-1281-412-00-080-018-6-212	CJD-DVSP-Life Insurance	$112.97
6-1281-412-00-080-018-6-220	CJD-DVSP-FICA	$10,060.70
6-1281-412-00-080-018-6-230	CJD-DVSP-Retirement	$14,988.27
6-1281-412-00-080-018-6-250	CJD-DVSP-Unemployment Comp	$789.07
6-1281-412-00-080-018-6-260	CJD-DVSP-Workers Comp	$144.67
6-1281-334-10-080-018-6-000	CJD-DVSP-Revenues	$114,736.86
6-1281-391-01-000-100-6-000	Transfer In - General Fund (DO NOT POST)	$61,781.38
6-1100-491-01-000-281-6-891	Transfer Out - DA Grants (DO NOT POST)	$61,781.38
	TOTAL BUDGET INCREASE (DECREASE)	**$176,518.24**

REASON: To appropriate Fiscal Year 2016 Domestic Violence Specialty Prosecutor (DVSP). Funding provided by Office of the Governor (OOG) from Setember 1, 2016 - August 31, 2017. Projected amount of salaries and fringes were greater than actual amount needed. Excess amount will be added to object code #113 for appropriation purposes only.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Ramiro Sendejo <ramiro.sendejo@da.co.hidalgo.tx.us>

Fwd: CJD eGrants: Notification of OOG Grant Award for Grant Number: 2931302

1 message

Rosalinda Cantu <rosalinda.cantu@da.co.hidalgo.tx.us> Fri, Oct 14, 2016 at 9:57 AM
To: "sendejo, ramiro" <ramiro.sendejo@da.co.hidalgo.tx.us>

FYI.

Sincerely,

Rosalinda Cantu

HR Coordinator/ Office Administrator
Hidalgo County
Office of the Criminal District Attorney
100 E. Cano, Courthouse Annex III, 2nd Floor
Edinburg, Texas 78539
Office No. (956) 292-7604 ext. 8085 Fax (956) 318-2078
rosalinda.cantu@da.co.hidalgo.tx.us

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---------- Forwarded message ----------
From: **Ricardo Rodriguez** <ricardo.rodriguez@da.co.hidalgo.tx.us>
Date: Fri, Oct 14, 2016 at 9:47 AM
Subject: Fwd: CJD eGrants: Notification of OOG Grant Award for Grant Number: 2931302
To: Rosa Martinez <rosa.martinez@da.co.hidalgo.tx.us>, Rosalinda Cantu <rosalinda.cantu@da.co.hidalgo.tx.us>

Ricardo Rodriguez, Jr.,
Criminal District Attorney
Hidalgo County, Texas
100 East Cano, 2nd Floor
Edinburg, TX 78539
(956) 292-7600
(956) 292-7623, fax

**********The information contained in this e-mail may be 1. SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2. ATTORNEY WORK PRODUCT; and/or 3. CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO ricardo.rodriguez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

****

——— Forwarded message ———
From: <eGrants@gov.texas.gov>
Date: Fri, Oct 14, 2016 at 7:32 AM
Subject: CJD eGrants: Notification of OOG Grant Award for Grant Number: 2931302
To: ramon.garcia@co.hidalgo.tx.us, ricardo.rodriguez@da.co.hidalgo.tx.us, ray.eufracio@auditor.co.hidalgo.tx.us
Cc: mcruz@lrgvdc.org, jsaenz@lrgvdc.org, hls@lrgvdc.org

It is a pleasure to inform you that your application for funding has been awarded!

See the instructions below for specific information about activating your award. Thank you for your work and best wishes for a successful project.

Instructions for Activating Your Grant

To activate your agency's grant, the Authorized Official should log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' page. In the 'Current Status' column, locate the application(s) marked 'Pending Acceptance of Award'. Click on the grant number and proceed to the 'Accept Award' tab. At the bottom of this page you may click the appropriate tab to 'Accept' or 'Decline' the award for your grant.

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Camille Cain
Executive Director
Criminal Justice Division

10:48 AM

Agency Name: Hidalgo County	**Grant/App:** 2931302	**Start Date:** 9/1/2016	
Project Title: Hidalgo County Domestic Violence Specialty Prosecutor	**Status:** Pending AO Acceptance of Award	**End Date:** 8/31/2017	**Fund Source:** WF-Violence Against Women Formula Grants
Current Grant Manager: Donald Stout	**Current Program Manager:** Kim Hild	**Liquidation Date:**	
		CFDA: 16.588	

General Information and Instructions

View Introduction

View Certification and Assurances

View Instructions

Grant Award Documents

Congratulatory Letter and Instructions

Grantee Responsibilities Memo

Print Statement of Grant Award

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2931302	**Award Amount:**	$114,736.86
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$61,781.38
Grant Period:	09/01/2016 - 08/31/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2017	**Total Project Cost:**	$176,518.24
Program Fund:	WF-Violence Against Women Formula Grants		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Domestic Violence Specialty Prosecutor		
Grant Manager:	Donald Stout		
DUNS Number:	103110834		

CFDA:	16.588 - Violence Against Women Formula Grants
Federal Awarding Agency:	U.S. Department of Justice, Office on Violence Against Women
Federal Award Date:	9/27/2016
Federal/State Award ID Number:	2016-WF-AX-0034
Total Federal Award/State Funds Appropriated:	$10,698,475.00
Pass Thru Entity Name:	Texas Office of the Governor - Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The STOP Program continues to encourage the development and implementation of effective, victim centered law enforcement, prosecution, and court strategies to address violent crimes against women and the

development and enhancement of victim services in cases involving violent crimes against women. It envisions a partnership among law enforcement, prosecution, courts, and victim services organizations to enhance victim safety and hold offenders accountable for their crimes against women.

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds

Accept Decline

Print This Page

Agency Name: Hidalgo County
Grant/App: 2931302 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County Domestic Violence Specialty Prosecutor
Status: Pending AO Acceptance of Award

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Advocate	Exsisting position-The Victim Advocate will provide support services to victim participating in the prosecution process. The victim advocate will provide victims with safety plan, referrals for protective orders, court accompaniment, registration with VINE, notification of court proceedings, assistance filing crime victims compensation, victim impact statement, and restitution information. He/she will explain victims rights as per Chapter 56 of the Texas Criminal Code of Procedure. The advocate will offer emotional support, crisis intervention services and referrals to counseling. Base Salary: $34,624.92 + Fringe Benefits $13,108.50 = $47,733.42 Fringe Benfits Breakdown= Health Insurance $6399.78, Life Inusurance $39.95 ,FICA $2,648.81, Retirement $3,770.66, Unemployment $207.75 , Workers Comp $41.55 (M.R.)	$31,026.72	$16,706.70	$0.00	$0.00	$47,733.42	100
Personnel	Assistant	Administrative Assistant-will work with the prosecutor in preparing court docket, case files, imput data in odyssey. File cases, make copies, phone calls and assist prosecutor in daily office duties.Base Salary: $30,560.38 + Fringe	$27,875.93	$15,010.11	$0.00	$0.00	$42,886.04	100

		Benefits $12,325.66 = $42,866.04 Fringe Benfits Breakdown= Health Insurance $6,399.78, Life Inusurance $39.95 ,FICA $2,337.87, Retirement $3,328.03 Unemployment $183.36 , Workers Comp $36.67 (New Hire)						
Personnel	Prosecutor	Exsisting Position- The Speciality Prosecutor will be prosecuting cases within the Domestic Violence Unit in the Hidalgo County Criminal District Attorney's Office. Duties of the prosecutor will include case screening, consulting with victim advocate, coordinating with local police departments, planning of plice training sessions and oversight of the the Domestic Violence Unit. The Speciality Prosecutor and the Victim Advocate will interact with community based victim service organizations, the local domestic violence shelter, and local law enforcemnt agencies. He/She will assist in coordinating a community response for domestic violence incidents. He/She will work directly with victim throughout the prosecution process to help victims have a favorable court experience. The Specialty Prosecutor will also collaborate with the probation department and the Hidalgo County Family VIolence Task Force. Base Salary: $66,626.74 + Fringe Benefits $19,272.04 = $85,898.78 Fringe Benfits Breakdown= Health Insurance $6,399.78, Life Inusurance $39.95 ,FICA $5,096.95, Retirement $7,255.65, Unemployment $399.76 , Workers Comp $79.95 (T.V.)	$55,834.21	$30,064.57	$0.00	$0.00	$85,898.78	100

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

Domestic Violence Specialty Prosecutor Grant Fiscal Year 2016
Salary Projections (Estimated)
September 1, 2016 - August 31, 2017

	Salary	Longevity Pay	2016 Prorated Compensation (09/01/2016 - 12/31/2016)	2016 Budgeted Salary	COLA Increase	2017 Total Compensation	2017 Prorated Compensation (01/01/17 - 08/31/2016)	Total Salary Amount (09/01/16 - 08/31/2017)	Health Ins	Life Ins.	FICA (7.65%)	Retirement (10.89%)	Umemployment (.60%)	Workers Comp (12%)	Total Salary and Fringes
Assistant	30,000.00	-	10,000.00	30,000.00	900.00	30,900.00	20,560.38	30,560.38	6,399.78	39.95	2,337.87	3,328.03	183.36	36.67	42,886.04
Advocate	33,990.00	-	11,330.00	33,990.00	2,550.00	36,540.00	23,294.92	34,624.92	6,399.78	39.95	2,648.81	3,770.65	207.75	41.55	47,733.42
Attorney	65,405.00	-	21,801.67	65,405.00	2,550.00	67,955.00	44,825.07	66,626.74	6,399.78	39.95	5,096.95	7,255.65	399.76	79.95	85,898.78

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ADMINISTRATIVE ASSISTANT I

GENERAL DESCRIPTION

Employee performs entry-level administrative support or technical program work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, edits, and distributes correspondence, reports, forms, and documents

Maintains files and records

Performs data entry

Assists in compiling statistical data and preparing various charts, graphs, and written summaries

May receive and review forms and applications for completeness of information

May interpret and explain rules, regulations, policies, and procedures

May review applications for agency services to ensure forms are filled out completely and accurately

May review and route mail

May provide assistance answering phone calls, routing incoming calls, taking messages, greeting visitors, and directing them to the appropriate staff

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in clerical work or administrative support work

Graduation from a high school or equivalent (GED)

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to communicate effectively

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 21 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-~~018~~ 002) CJD-DVSP (080-018) DATE: 10/20/2016

CURRENT POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III CURRENT SLOT #: 018-G002 / 007-142

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Salary Increase

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

POSITION SALARY REQUEST:

Salary Amount:

(080-018) $ 65,405.00 Current Budgeted Salary $ 66,626.00 Proposed Budgeted Salary $ 1,221.00 Net Change

Allowance Amount:

(080.007) $ 900.00 Current Budgeted Salary $ 900.00 Proposed Budgeted Salary $ 0.00 Net Change

Position to be funded from one of the following:

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

[X] Other DOMESTIC VIOLENCE SPECIALTY GRANT

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

To comply with new FY Grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 10/24/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	Date 10/21/2016	PERSONNEL PROCEDURES COMPLETED	[ ] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date 10/25/16	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 21 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY ~~(080-018)~~ 082 PT
CJD-DVSP (080-018)

DATE: 10/20/2016

CURRENT POSITION TITLE:

CURRENT SLOT #: 018-G003

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT I

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 30,560.00	$ 30,560.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other DOMESTIC VIOLENCE SPECIALTY GRANT

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

Funds for new position was awarded by Domestic Violence FY 17 grant. Position is needed to assist the Domestic Violence Assistsant District Attorney, the Advocate and Civil Division clerical adminstrative support as it relates to Domestic Violence cases.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 10/20/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	Date 10/21/2016	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date 10/21/2016	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

AI-56932 **District Clerk** **7. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Laura Hinojosa, DISTRICT CLERK

Submitted By: Ricardo Contreras, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

Discussion, consideration and approval of the AG State Case Registry & Local Customer Service Contract, FY 16/18.

BACKGROUND

This Cooperative Agreement outlines how the AG's office conducts business with the District Clerk in relation to how Registry information is handled for Child Support cases. Contract period is from September 1, 2016 to Aug. 31, 2018. Contract is renewed every two years.

Fiscal Impact

Attachments

State Case Registry Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/18/2016 05:02 PM
Glinda Pacheco	Glinda Pacheco	10/20/2016 09:34 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM

Form Started By: Ricardo Contreras Started On: 10/18/2016 03:28 PM

Final Approval Date: 10/21/2016

State Case Registry and Local Customer Service
Cooperative Agreement
between
The Office of the Attorney General
of the State of Texas
and
Hidalgo County, Texas

CONTRACT NO. 17-C0040

1. INTRODUCTION

1.1. This contract ("Contract") is entered into, by and between the Office of the Attorney General ("OAG") and Hidalgo County ("County"). OAG and County are referred to individually as a "Party" and collectively as the "Parties" in this Contract.

1.2. This Contract, including its attachments (all of which are made a part hereof and expressly included herein), is entered into under the authority of Texas Family Code Section 231.002 and Texas Government Code Section 791.011.

1.3. PURPOSE. County and OAG shall cooperate to:

1.3.1. Create or Update Registry-Only Case(s) on the OAG Case Management System with Child Support court order and Family Violence information.

1.3.2. Gather and enter sufficient information on the OAG Case Management System to satisfy the requirements for State Case Registry (SCR).

1.3.3. Provide quality local customer service as described in this Contract.

1.4. ACRONYMS, TERMS, AND DEFINITIONS. The following terms have the meaning set forth below. All other terms have the meaning set forth in the *Merriam Webster's Collegiate® Dictionary*, Eleventh edition.

Acronym/Term	Definition
Child Support Case	A collection of data associated with a particular child support order, court hearing, and/or request for IV-D services that typically includes data regarding a Custodial Parent (CP), Non-Custodial Parent (NCP), a Dependent(s) (DP) and/or presumed father. Every Child Support Case is stored on the OAG Case Management System and has a unique OAG Case Number, names and identifying information about its members, court order details, and payment history.
Cause Number	A unique case identifier randomly assigned by the District Clerk at the time the original petition is filed.
Custodial Parent (CP)	The person who has primary care, custody, and control of the Dependent(s).
Contract	Any contract resulting from this procurement.
Dependent	The minor or adult child who is under the primary care, custody and control of the Custodial Parent.
Federal Disallowance Percentage	The Federal Office of Child Support Enforcement (OCSE) does not reimburse OAG for Registry-Only customer service activities on Child Support Cases without wage withholding in effect. OAG calculates the percentage of customer service activities disallowed each month using the following formula: Total non-wage withheld receipts/Total receipts processed.

Acronym/Term	Definition
Full-Service (FS)	A Child Support Case for which the OAG is providing all IV-D child support services pursuant to: 1) a signed application for services submitted by a CP or NCP; 2) an automatic referral for services pursuant to a county's local rule; or 3) an automatic referral from the Health and Human Services Commission (HHSC) when a CP is certified to receive public assistance.
FVI	Family Violence Indicator
HHSC	Health and Human Services Commission
IV-D (also referred to as Title IV-D)	Title IV-D of the Social Security Act, [42 U.S.C. 651 et seq.] which requires that each state create a program to locate NCPs, to establish paternity, to establish and enforce child support obligations, and collect and distribute support payments. All recipients of public assistance (usually Temporary Assistance for Needy Families (TANF)) are referred to their state's IV-D child support program. States must also accept applications from families who do not receive public assistance, if requested, to assist in collection of child support. Title IV-D also established the Federal Office of Child Support Enforcement (OCSE).
Non-Custodial Parent (NCP)	The parent who does not have primary care, custody, or control of the Dependent(s).
OAG-CSD (also referred to as OAG)	Office of the Attorney General, Child Support Division
OAG Case Management System	A federally certified case management system for the IV-D program. Also referred as the "Texas Child Support Enforcement System" or TXCSES, T1, or T2.
Registry-Only (RO)	A case for which the IV-D services provided by the OAG are limited to recording and disbursing child support payments.
Remitter	NCPs, employers, counties, other states, other countries, other entities, individuals, responding jurisdictions, or other third parties who have forwarded a child support payment to the appropriate child support registry.
SSN	Social Security Number
Start Date of Cause	The date the judge signed the order for child support.
State Case Registry (SCR)	A federally mandated database maintained by each state that contains information on Child Support Cases established or modified after October 1, 1998.
State Disbursement Unit (SDU)	The centralized payment collection site in Texas where all child support payments are received and processed.

2. CONTRACT TERM

2.1. The Contract becomes effective on September 1, 2016 and, unless sooner terminated as provided herein, ends on August 31, 2018 (the "initial term"). The Contract shall be automatically renewed for three (3), one (1) year terms with the first one (1) year term beginning on September 1, 2018, unless one (1) party notifies the other in writing of its intention not to renew this Contract. Such renewal shall be subject to all specifications and terms and conditions of this Contract, with the sole and limited exception that the original date of termination may be extended pursuant to this provision. The parties agree to be bound, for the initial term of the Contract and for any and all renewal terms which the OAG may elect to exercise, by the terms of this Agreement, including the County performance of the within described services at the rates specified herein.

3. REQUIREMENTS

3.1. COUNTY OBLIGATIONS.

3.1.1. Confidentiality. This Contract provides for the sharing of confidential and/or sensitive information between OAG and County. In consideration of OAG providing confidential and/or sensitive information to County in order to perform Contract services, County agrees to assume responsibility for compliance with, and to work closely in cooperation with, OAG to ensure compliance with all applicable state

and federal statutory requirements for confidentiality and information security. See Section 7 INFORMATION PROTECTION PROVISIONS below for more information.

3.1.2. Customer Identification. .County shall adhere to the OAG Procedures for Customer Identification (*Attachment A*) prior to responding to an inquiry or updating case and member information.

3.1.3. State Disbursement Unit. County agrees that all court orders with child support rendered by a court on or after January 1, 1994, must direct child support payments to the SDU in accordance with Section 154.004 of the Texas Family Code and 42 USC 654b. Where County identifies a pattern of court orders from a particular court or attorney that fail to comply with Section 154.004 of the Texas Family Code and 42 USC 654b, County will notify the OAG of same.

3.1.4. State Case Registry.

3.1.4.1. County shall, in accordance with the time frames set forth in the "Timeframe Requirements" section below:

3.1.4.1.1. enter into the OAG Case Management System the "State Case Registry Complete" data listed in in the "State Case Registry Complete" section below;

3.1.4.1.2. enter into the OAG Case Management System all additional data, as described in the "Update Activities" section below, that County has obtained; and

3.1.4.1.3. update all of the above data for Child Support Cases as County receives updated information.

3.1.4.2. County may use the original court order to obtain the relevant information for entry to the OAG Case Management System or may use the "Record of Support" Form 1828 (*Attachment B*) that summarizes the relevant court-ordered child support information. Form 1828 is published on the OAG-CSD's webpage, www.texasattorneygeneral.gov, under "Child Support Forms/TAC Forms."

3.1.4.3. State Case Registry Complete.

3.1.4.3.1. The following are the minimum required data elements necessary for a Child Support Case to be considered "State Case Registry Complete":

3.1.4.3.1.1. Participant Information

- Type (Dependent, Custodial Parent, Non-Custodial Parent)
- First and Last Name
- Gender
- Social Security Number (SSN) and/or Date of Birth (DOB)
- Family Violence Indicator (FVI) (if applicable)
- Custodial Parent's Complete Address

3.1.4.3.1.2. Case and Cause Information

- Cause Number; and
- Start Date of Cause

3.1.4.4. Update Activities.

3.1.4.4.1. County shall:

3.1.4.4.1.1. update the State Case Registry data entered in accordance with the "State Case Registry Complete" section above with updated data obtained by County after the initial entry; and

3.1.4.4.1.2. enter into the OAG Case Management System additional case and/or member data to a Child Support Case as County receives such data from the Custodial Parent, Non-Custodial Parent, employer, court or attorney of record. This additional case and/or member data includes but is not limited to the following:

- Complete Address for Custodial Parent, Non-Custodial Parent, Dependent, and any other parties to the Child Support Case;
- Protective Orders;
- Order Modification Date;
- Dependent Status;
- Case Closures; and
- Jurisdictional Transfer of Court Orders.

3.1.4.5. Timeframe Requirements.

3.1.4.5.1. County shall create new Child Support Cases on the OAG Case Management System within five (5) business days from the "date received" time stamped on the Temporary or Final order indicating that the order was received by the District Clerk or Local Registry's office.

3.1.4.5.2. If a payment has been received by the SDU and a Child Support Case has not been created, County shall create a new Child Support Case on the OAG Case Management System, updating all available information, within five (5) business days from notification by the SDU.

3.1.4.5.3. County shall provide new and updated "State Case Registry Complete" data and any additional data on existing Child Support Cases within three (3) business days after receipt of the data.

3.1.4.5.4. County shall forward all misdirected child support payments to the SDU within one (1) business day of receipt and shall notify the Remitter of the correct payment address.

3.1.4.6. Protective Orders.

3.1.4.6.1. County shall update the FVI for Registry-Only Cases in the OAG Case Management System within one (1) business day after a protective order is filed.

3.1.4.6.2. County shall provide the local OAG field office with a copy of a protective order on a Full-Service Case within one (1) business day after it is filed, pursuant to TFC § 85.042(a).

3.1.4.7. New Orders for Existing Full Service Cases.

3.1.4.7.1. OAG and County will develop a mutually agreeable process to ensure that the OAG local field office has copies of new and subsequent orders on existing full service cases.

3.1.5. Local Customer Service.

3.1.5.1. County shall provide the resources necessary to accomplish allowable Customer Service Activities on Child Support Cases, as described below. County resources include, but are not limited to, personnel, office space, equipment, phones and phone lines.

3.1.5.2. Customer Service Activities.

3.1.5.2.1. Allowable Customer Service Activities must relate to the following categories:

3.1.5.2.1.1. Payment Inquiry;

3.1.5.2.1.2. Payment Research;

3.1.5.2.1.3. Employer Payment Related Calls;

3.1.5.2.1.4. OAG Payment Related Calls; and

3.1.5.2.1.5. Wage Withholding Inquiry (Employer, Custodial Parent, Non-Custodial Parent).

3.1.5.2.2. Examples of Allowable Customer Service Activities include:

3.1.5.2.2.1. Researching payments on Child Support Cases that should have been, but were not, received by OAG.

3.1.5.2.2.2. Researching disbursements on Child Support Cases that should have been, but were not, received by the Custodial Parent.

3.1.5.2.2.3. Providing payment records on Child Support Cases to the court, the guardian ad litem for the child, the Custodial Parent and Non-Custodial Parent and their attorneys, a person authorized by the Custodial Parent or Non-Custodial Parent to receive the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child.

3.1.5.2.2.4. Providing a certified copy of the court order to OAG upon request without delay.

3.1.5.3. Customer Service Requirements.

3.1.5.3.1. County shall:

3.1.5.3.1.1. Respond to written inquiries within five (5) business days after receipt.

3.1.5.3.1.2. Take action on information received within three (3) business days after receipt.

3.1.5.3.1.3. Document allowable customer service activities on the OAG Case Management System.

3.1.5.3.1.4. Return phone calls within three (3) business days after receipt.

3.1.5.3.1.5. Resolve or respond to telephone inquiries within three (3) business days after receipt.

3.1.5.3.1.6. Attend to a walk in customer the same day or schedule appointment within three (3) business days after request.

3.1.5.3.1.7. Provide customers with the OAG's toll free Enterprise Customer Service Center number (800-252-8014) when needed.

3.2. INTERFACE CONTROL DOCUMENT FILE SHARING SERVICES.

3.2.1. This Section is applicable only if County exchanges interface control document ("ICD") files

3.2.2. The Parties will work to reduce the number of files exchanged, eliminate redundancy, modernize the technology, and streamline the exchange process, thus improving efficiency for all involved.

3.2.3. The OAG may, with sufficient notice to County, cease processing of any or all of the ICD's listed below.

3.2.3.1. Interface Control Document Files

3.2.3.1.1. ICD012, Full-Service and Registry-Only Collections

3.2.3.1.2. ICD013, Registry-Only Disbursement Data.

3.2.3.1.3. ICD015, Full-Service and Registry-Only Collection Adjustments.

3.2.3.1.4. ICD050, Registry-Only Case Data for Local Registries.

3.2.3.1.5. ICD035, Local Customer Service Registry Activities

3.2.3.1.5.1. County may provide the ICD035 ICD to OAG for processing in the OAG Case Management System.

3.2.3.1.5.2. At the request of OAG, County shall provide additional documentation to support the Customer Service Activity claims submitted on the ICD035. Said documentation shall be in the format designated by OAG and shall include the following data elements:

- Customer Service Date
- Customer Service Time
- Cause Number
- OAG Case ID
- Name of caller
- Caller's relationship to the case
- Description of Customer Service Activity

3.3. CHANGES TO OAG CASE MANAGEMENT SYSTEM.

3.3.1. OAG reserves the right to:

3.3.1.1. Make changes to the design of the OAG Case Management System.

3.3.1.1.1. OAG will make every effort to provide advance notice of any planned system changes that may impact the business operations or processes of County.

3.3.1.2. Make changes to OAG procedures and training material.

3.3.2. Any changes to the OAG Case Management System or OAG policy and procedures that impact the County's ability to provide Contract Services will be documented through Controlled Correspondence.

3.4. PERFORMANCE REVIEW. County shall allow OAG access to county's case management system, imaging system, and county facilities for the purpose of reviewing and inspecting county processes related to the requirements of this contract.

3.4.1. OAG and County will work together to plan for the performance review.

3.4.2. County shall complete an OAG self-assessment questionnaire prior to the review.

3.4.3. OAG and County will select a random sample of cases prior to the review.

3.4.4. OAG will review a random sample of Child Support Cases to ensure that:

3.4.4.1. All court orders, whether a Temporary Order or a Final Order that involves child support, are entered on the OAG Case Management System.

3.4.4.2. Child Support Case information is entered on the OAG Case Management System within the timeframes set forth in the "Timeframe Requirements" section above.

3.4.4.3. Child Support Case information is entered accurately on the OAG Case Management System.

3.4.4.4. Child Support Orders direct child support payments to the SDU.

3.4.5. OAG will offer assistance with contract, statutory and operational issues.

3.4.6. OAG will provide training during the performance review as needed.

3.4.7. OAG and County will review the most current list of authorized County Agents, as defined in the "Information Protection Provision", "Applicability" section of this Contract.

3.5. TRAINING.

3.5.1. Mandatory Training.

3.5.1.1. County shall ensure that, upon notification by OAG, all County staff performing Contract Services comply with mandatory OAG training requirements.

3.5.2. OAG Case Management System.

3.5.2.1. All County staff performing Contract Services must be trained on the OAG Case Management System. Upon request from County, OAG will provide training materials (Reference Guide, CD ROMs, and/or Scenario Guide) on the OAG Case Management System. Training (via phone/webinar or classroom at an OAG regional training center) will be scheduled by OAG Regional Trainers by the end of the quarter following such request. County shall be responsible for any and all travel related costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem. County shall direct training requests to:

Larry Acevedo (or successor in office)
Office of the Attorney General
Mail Code 053
PO Box 12017
Austin, TX 78711-2017
Email address: CSD-TRN@texasattorneygeneral.gov

4. REMEDIES FOR UNSATISFACTORY PERFORMANCE

4.1. DETERMINATION OF UNSATISFACTORY PERFORMANCE AND CORRECTIVE ACTION.

4.1.1. Failure of County to perform Contract Services shall be considered unsatisfactory performance. Unsatisfactory performance issues shall be communicated to County in writing by the OAG Contract Manager.

4.1.2. County must provide a written response to the OAG Contract Manager within a reasonable timeframe as determined by the OAG.

4.1.3. The OAG Contract Manager will review the County's written response and supporting documentation to make a final determination.

4.1.4. Final determination of performance findings will be documented in controlled correspondence to the County. If the OAG Contract Manager issues a final determination of unsatisfactory performance, County shall provide a corrective action plan.

4.1.4.1. County's corrective action plan must be submitted to the OAG Contract Manager within fifteen (15) business days of the final determination from the OAG of unsatisfactory performance.

4.1.4.2. The corrective action plan must include a timeline for implementation and must be approved by the OAG Contract Manager.

4.2. RIGHT TO WITHHOLD PAYMENTS.

4.2.1. OAG may withhold payment in whole or in part if County fails to:

4.2.1.1. Respond to the OAG's initial correspondence regarding contract service performance issues;

4.2.1.2. Submit a corrective action plan to OAG within the specified time frame; or,

4.2.1.3. Implement the approved corrective action plan within the specified time frame.

4.2.2. If the County's performance does not return to a satisfactory status within four (4) months after implementation of the corrective action plan, OAG may withhold payments in whole or in part.

4.2.3. If the unsatisfactory status persists for a total of six (6) months after implementation of the corrective action plan, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments.

4.2.4. OAG will resume payments to County at such time as OAG finds County has complied with the provisions enumerated in the "Determination of Unsatisfactory Performance and Corrective Action" section above. The first payment after resumption shall include all costs accrued during the period in which payments were withheld.

5. FINANCIAL MATTERS

5.1. MAXIMUM LIABILITY OF THE OAG.

5.1.1. Notwithstanding any other provision of this Contract, the maximum liability of OAG under this Contract is **Twenty Six Thousand Dollars and No Cents ($26,000.00)**.

5.2. REIMBURSEMENT RATES.

5.2.1. Federal Share.

5.2.1.1. OAG shall be financially liable to County for the federal share of County's Contract associated cost. "Federal Share" means the portion of County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%.

5.2.2. State Case Registry.

5.2.2.1. State Case Registry Complete Fee. County agrees that the per activity fee for each Child Support Case in which County initially entered sufficient data on the OAG Case Management System to deem the case "State Case Registry Complete", as defined in the "State Case Registry Complete" section of this Contract, is $12.89.

5.2.2.2. State Case Registry Complete Update Fee. County agrees that the per activity fee for each update of State Case Registry Complete data or entry of additional information on the OAG Case Management System, pursuant to the "Update Activities" section of this Contract, on a Child Support Case previously deemed State Case Registry Complete is $4.09.

5.2.2.3. County agrees that, for the purposes of this Contract, all of County's reimbursable Contract associated State Case Registry costs for any given calendar month is equal to the Federal Share of the number of State Case Registry Complete activities during the calendar month multiplied by the State Case Registry Complete Fee plus the number of State Case Registry Complete Updates during the calendar month multiplied by the State Case Registry Complete Update Fee.

5.2.2.3.1. Thus, OAG's liability for County's Contract associated State Case Registry costs will be calculated as follows:

[(Calendar Month State Case Registry Complete activities x $12.89) + (Calendar Month State Case Registry Complete Update activities x $4.09)] x Federal Share = OAG Liability.

5.2.3. Local Customer Service.

5.2.3.1. County agrees that, for the purposes of this Contract, all of County's reimbursable Contract associated Local Customer Service costs for any given calendar month is equal to the Federal Share of number of Allowable Customer Service Activities performed on Full Service and Registry-Only Child Support Cases during the calendar month minus the number of Allowable Customer Service Activities performed on Registry-Only Cases during the calendar month multiplied by the Federal Disallowance Percentage, multiplied by a per inquiry fee of $4.12. For purpose of reference only the Federal Disallowance Percentage for SFY 2015 annualized is 22.31%.

5.2.3.1.1. Thus, OAG's liability for County's Contract associated Local Customer Service costs will be calculated as follows:

[((Calendar Month Full Service Inquiries Handled by County Personnel + Calendar Month Registry-Only Inquiries Handled by County Personnel) – (Calendar Month Registry-Only Inquiries x Federal Disallowance Percentage)) x $4.12] x Federal Share = OAG Liability.

5.3. REIMBURSEMENT PROCESS.

5.3.1. OAG will forward a Summary and Reimbursement Voucher for any particular month's activities to County for review and approval by the 25th day of the following month.

5.3.2. If County approves the Summary and Reimbursement Voucher, County shall sign the voucher and return it to OAG for payment within ten (10) County business days after County's receipt of voucher. County's signature constitutes approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments.

County shall submit the invoice via email to:

CSD-CountyInvoicing@texasattorneygeneral.gov

Or via USPS mail to:

Jamie Lala, OAG Contract Manager (or successor in office)
Mail Code 062
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

Or via facsimile to: (512) 460-6654

5.3.3. If County does not approve the Summary and Reimbursement Voucher, County shall return the voucher to OAG within ten (10) County business days after receipt of voucher, detailing the basis of any disputed item, and include supporting documentation. OAG shall review the returned voucher. If the dispute is resolved in County's favor, OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in County's favor, OAG shall make payment in accordance with the voucher originally sent to County and forward a letter of explanation to County.

5.4. LIMITATION OF OAG LIABILITY.

5.4.1. OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.

5.4.2. OAG may decline to reimburse costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.

5.4.3. County shall refund to OAG within thirty (30) calendar days any sum of money which has been paid to County which OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.

5.4.4. OAG shall not be liable for reimbursing County if County fails to comply with the requirements of the "State Case Registry" and "Local Customer Service" sections above.

5.4.5. OAG shall not be liable for reimbursing County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e.g., sheriff/processor fees. Nor shall OAG be liable for reimbursing County for any activities eligible for reimbursement under another contract or Cooperative Agreement with OAG e.g., customer service related to cases in the same County's Integrated Child Support System ("ICSS") caseload, when County has an ICSS contract with OAG. Nor shall OAG be liable for reimbursing County for information correcting erroneous information previously provided by County.

5.5. AUDIT AND INVESTIGATION.

5.5.1. County understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. County further agrees to cooperate fully with the State Auditor's office or its successor in the conduct of the audit or investigation, including providing all records requested. County shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through County and the requirement to cooperate is included in any subcontract it awards.

5.6. FINANCIAL TERMS.

5.6.1. Buy Texas. In accordance with §2155.4441, Texas Government Code, County shall, in performing any services under this Contract, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside Texas.

5.6.2. Legislative Appropriations. All obligations of OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement. The parties acknowledge that the ability of the OAG to make payments under this contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this contract and the OAG's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such

termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the contract requirements, prior to the effective date of termination.

5.6.3. Provision of Funding by the United States. It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, OAG shall promptly notify County of such fact in writing. Upon such occurrence, OAG shall discontinue payment hereunder.

5.6.4. Antitrust and Assignment of Claims. Pursuant to 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq., County affirms that it has not violated the Texas antitrust laws or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. County hereby assigns to OAG any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq.

6. CONTRACT MANAGEMENT

6.1. CONTROLLED CORRESPONDENCE.

6.1.1. In order to track and document requests for decisions and/or information pertaining to this Contract, and the subsequent response to those requests, OAG and County shall use Controlled Correspondence. OAG shall manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, OAG shall assign a tracking number and the document shall be signed by the appropriate Party's Contract Manager.

6.1.2. Controlled Correspondence shall not be used to change pricing or alter the terms of this Contract. Controlled Correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the terms of this Contract must be by a Contract amendment. However, the Controlled Correspondence process may be used to document refinements and interpretations of the provisions of this Contract and to document the cost impacts of proposed changes.

6.1.3. Controlled Correspondence documents shall be maintained by both parties in on-going logs. Any communication not generated in accordance with such process shall not be binding upon the parties and shall be of no effect.

6.2. NOTICES.

6.2.1. Written Notice Delivery. Any notice required or permitted to be given under this Contract by one (1) party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

6.2.1.1. County Address. The address of County for all purposes under this Contract and for all notices hereunder shall be:

The Honorable Laura Hinojosa (or successor in office)
Hidalgo County District Clerk
P.O. Box 87
Edinburg, TX 78540

6.2.1.2. OAG Address. The address of OAG for all purposes under this Contract and for all notices hereunder shall be:

Mara Flanagan Friesen (or successor in office)
Deputy Attorney General for Child Support (IV-D Director)
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

With copies to:

Clayton Richter (or successor in office)
Managing Attorney,
Policy, Legal and Program Operations
Transactional Attorneys
PO Box 12017 (Mail Code 044)
Austin, TX 78711-2017

6.3. CONTRACT MANAGERS.

6.3.1. OAG Contract Manager. The OAG Contract Manager is:

Jamie Lala (or successor in office)
CSD-Government Contracts
Office of the Attorney General
PO Box 12017 (Mail Code 062)
Austin, TX 78711
Email adress: jamie.lala@texasattorneygeneral.gov
Phone: (512) 460-6768

6.3.1.1. Any changes to the above assignment shall be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

- sign Controlled Correspondence
- serve as the day-to-day point of contact
- coordinate quality control reviews
- approve invoices
- coordinate meetings with the County
- investigate complaints

6.3.1.2. The OAG Contract Manager shall have no authority to agree to any:

- Contract amendment
- pricing change

6.3.2. County Contract Manager. Unless otherwise notified by County, OAG shall consider the District Clerk, Domestic Relations Office Director or Local Registry's office manager as County Contract Manager.

6.3.2.1. Any changes to this assignment shall be documented by Controlled Correspondence. The County's Contract Manager has the authority to:

- make decisions regarding the deliverables required by this Contract
- sign Controlled Correspondence
- serve as the day to day point of contact
- coordinate quality control reviews
- coordinate meetings with the OAG
- investigate complaints

6.4. SUBCONTRACTING.

6.4.1. It is contemplated by the parties hereto that County shall conduct the performances provided by this contract substantially with its own resources and through the services of its own staff. In the event that County should determine that it is necessary or expedient to subcontract for any of the performances specified herein, County shall subcontract for such performances only after County has transmitted to the OAG a true copy of the subcontract County proposes to execute with a subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. County, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of County. In no event shall this provision relieve County of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this procurement.

6.5. NO ASSIGNMENT BY COUNTY.

6.5.1. County will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from the OAG. Notwithstanding anything to the contrary in the Texas Business Organizations Code or any other Texas or other state statute a merger shall not act to cause the assumption, by the surviving entity or entities, of this Contract and/or its associated rights and duties without the prior written approval of the OAG. The term "merger" as used in this Section includes, without limitation, the combining of two corporations into a single surviving corporation, the combining of two existing corporations to form a third newly created corporation; or the combining of a corporation with another form of business organization.

6.6. REPORTING FRAUD, WASTE, OR ABUSE.

6.6.1. County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one (1) of the following listed entities:

- the Contract Manager;
- the Deputy Director for Contract Operations, Child Support Division;
- the Deputy Director, Child Support Division;
- the Director, Child Support Division;
- the OAG Ethics Advisor;
- the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@texasattorneygeneral.gov); and
- the State Auditor's Office hotline for fraud (1-800-892-8348).

6.6.2. The report of suspected misconduct shall include (if known):

- the specific suspected misconduct;
- the names of the individual(s)/entity(ies) involved;
- the date(s)/location(s) of the alleged activity(ies);
- the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
- any documents which tend to support the allegations.

6.6.3. The words fraud, waste or abuse as used in this Section have the following meanings:

- Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
- Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
- Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

6.7. COOPERATION WITH THE OAG.

6.7.1. County must ensure that it cooperates with OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of this Contract. County agrees to reasonably cooperate with and work with the OAG's contractors, subcontractors, and third party representatives as requested by the OAG.

6.8. DISPUTE RESOLUTION PROCESS FOR COUNTY BREACH OF CONTRACT CLAIM.

6.8.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by OAG and County to attempt to resolve any claim for breach of contract made by County.

6.8.2. A claim for breach of Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, County shall submit written notice, as required by subchapter B, to the Deputy Attorney General for Child Support (IV-D Director), Office of the Attorney General, PO Box 12017 (Mail Code 033), Austin, Texas 78711-2017. The notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the parties otherwise entitled to notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

6.8.3. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by OAG if the parties are unable to resolve their disputes under the negotiation process.

6.8.4. Compliance with the contested case process is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by OAG nor any other conduct of any representative of OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

6.8.5. The submission, processing and resolution of a claim for breach of contract is governed by the published rules adopted by OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

6.8.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by County, in whole or in part.

7. INFORMATION PROTECTION PROVISIONS

7.1. GENERAL.

7.1.1. Survival of Provisions.

7.1.1.1. Perpetual Survival and Severability

7.1.1.1.1. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this contract, and shall be perpetual.

7.1.1.1.2. As an exception to the foregoing perpetual survival, if certain OAG Data become publicly known and made generally available through no action or inaction of County, then County may use such publicly known OAG Data to the same extent as any other member of the public.

7.1.1.1.3. If any term or provision of this contract, including these Information Protection Provisions, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this contract, including these Information Protection Provisions, shall remain in full force and effect and such term or provision shall be deemed to be deleted.

7.1.2. Applicability.

7.1.2.1. References in the Information Protection Provisions.

7.1.2.1.1. All references to "OAG" shall mean the Office of the Attorney General.

7.1.2.1.2. All references to "OAG-CSD ISO" shall mean the Office of the Attorney General-Child Support Division Information Security Officer.

7.1.2.1.3. All references to "County" shall mean {business name and address}.

7.1.2.1.4. All references to "County's Agents" shall mean County's officials, employees, agents, consultants, subcontractors, and representatives, and all other persons that perform Contract Services on County's behalf.

7.1.2.1.5. All references to "Contract Services" shall include activities within the scope of the executed contract.

7.1.2.1.6. All references to "OAG Data" shall mean all data and information (i) originated by OAG or, (ii) which County accesses from OAG information systems. This contract requires County to retrieve data from the courts and other sources and create data within the Texas Child Support Enforcement System. OAG Data does not include data and information originated by County in the performance of its statutory responsibilities. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. However, data that is publicly known and generally available to the public is not subject to these Information Protection Provisions.

7.1.2.1.7. All references to "OAG Customers" shall mean any person or entity that delivers, receives, accesses, or uses OAG Data.

7.1.2.1.8. The term "Security Incident" means an occurrence or event where the confidentiality, integrity or availability of OAG Data may have been compromised and includes, without limitation, a failure by County to perform its obligations under section 7.2, Data Security, and section 7.3, PHYSICAL AND SYSTEM SECURITY, subsections below.

7.1.2.2. Inclusion in all Subcontracts.

7.1.2.2.1. The requirements of these Information Protection Provisions shall be included in, and apply to, all subcontracts and any agreements County has with anyone performing Contract Services on County's behalf.

7.1.2.3. Third Parties.

7.1.2.3.1. This contract is between County and OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.

7.1.3. Termination for Non-Compliance.

7.1.3.1. In the event that either County or County's Agent fails to comply with any of the Information Protection provisions, OAG may exercise any remedy, including immediate termination of this contract.

7.1.4. Personnel Briefings Training and Acknowledgments.

7.1.4.1. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. County's Agents shall only be granted access to OAG Systems after they have received all required security training and have executed all required security agreements, acknowledgments, and certifications.

7.1.4.2. County shall ensure that all County personnel having access to OAG Data receive annual reorientation sessions when offered by OAG and all County personnel that perform or are assigned to perform Contract Services shall re-execute, and/or renew their acceptance of, all applicable security documents to ensure that they remain current regarding all security requirements.

7.1.5. Key Person Dependence or Collusion. County shall protect against any key-person dependence or collusion by enforcing policies of separation of duties, restricted job responsibilities, audit logging, and job rotation.

7.2. DATA SECURITY.

7.2.1. Rights in OAG Data.

7.2.1.1. County and County's Agents possess no special right to access, use or disclose OAG Data as a result of County's contractual or fiduciary relationship with OAG. As between OAG and County, all OAG Data shall be considered the property of OAG and shall be deemed confidential. County hereby irrevocably assigns, transfers, and conveys, and shall cause County's Agents to irrevocably assign, transfer, and convey to OAG without further consideration all of its and their right title and interest to OAG Data. Upon request by OAG, County shall execute and deliver and shall cause County's Agents to execute and deliver to OAG any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data.

7.2.2. Use of OAG Data.

7.2.2.1. OAG Data have been, or will be, provided to County and County's Agents solely for use in connection with providing the Contract Services. Re-use of OAG Data in any form is not permitted. County agrees that it will not access, use or disclose OAG Data for any purpose not necessary for the performance of its duties under this contract. Without OAG's approval (in its sole discretion), neither County nor County's Agents shall: (i) use OAG Data other than in connection with providing the Contract Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute, or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Contract Services. However, nothing in this contract is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses.

7.2.2.2. County or County's Agents may, however, disclose OAG Data to the extent required by law or by order of a court or governmental agency; provided that County shall give OAG, and shall cause County's Agents to give OAG, notice as soon as it or they are aware of the requirement; and use its or their best efforts to cooperate with OAG if OAG wishes to obtain a protective order or otherwise protect the confidentiality of such OAG Data. OAG reserves the right to obtain a protective order or otherwise protect the confidentiality of OAG Data.

7.2.2.3. In the event of any unauthorized disclosure or loss of OAG Data, County shall immediately comply with the Notice subsection of the Security Incidents subsection set forth below.

7.2.3. Statutory, Regulatory and Policy Compliance.

7.2.3.1. County agrees to comply with all OAG policies, standards and requirements, state and federal statutes, rules, regulations, and standards regarding the protection and confidentiality of OAG Data, for which it has received written notice, as currently effective, subsequently enacted or as may be amended. The existing requirements that are applicable to County's obligations under this contract are included in this Contract.

7.2.4. Data Retention and Destruction.

7.2.4.1. Within six (6) months of contract award, County and OAG shall develop, and mutually agree upon, a detailed schedule for the retention and possible destruction of OAG Data. The schedule will be based upon the Contract Services being performed and County's limited authorization to access, use, and disclose OAG Data. Subsequent to developing and agreeing upon that schedule, County shall:

(i) Retain and destroy OAG Data in accordance with the detailed schedule for its retention and destruction; (According to OAG Data Sanitization standards)
(ii) Destroy or purge OAG Data in a manner consistent with state policy and Federal regulations for destruction of private or confidential data and in such a way so that the Data are unusable and irrecoverable;

(iii) Destroy all hard copy OAG Data by shredding to effect 5/16 inch wide or smaller strips and then either incinerating or pulping the shredded material; and

(iv) Within five (5) calendar days, excluding weekends and holidays, of destruction or purging, provide OAG with a completed OAG-Child Support Division "Certificate of Destruction for Counties and Vendors;" a copy of which is attached hereto and included herein (*Attachment C*).

7.2.4.2. In the event of contract expiration or termination for any reason, all hard-copy OAG Data shall, in accordance with the detailed retention schedule agreed to by County and OAG under Section 7.2.4 above, either be destroyed or returned to OAG. If immediate purging of all data storage components is not possible, County agrees that any OAG Data remaining in any storage component will be protected to prevent unauthorized disclosures.

7.2.4.2.1. Within twenty (20) business days of contract expiration or termination, County shall provide OAG with a signed statement detailing the nature of OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

7.2.4.3. In its sole discretion, OAG may waive notification requirements or request reasonable changes to the detailed schedule for the retention and destruction of OAG Data.

7.2.5. Requests to County for Confidential or Public Information.

7.2.5.1. County and County's Agents expressly do not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. Tex. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. County is not authorized to respond to public information requests on behalf of the OAG. County agrees to forward to the OAG, by facsimile within one (1) business day from receipt all request(s) for information associated with the County's services under this contract. County shall forward any information requests to:

Office of the Attorney General, Public Information Coordinator
Fax (512) 494-8017
Email address: Publicrecords@texasattorneygeneral.gov

7.3. PHYSICAL AND SYSTEM SECURITY.

7.3.1. General/Administrative Protections.

7.3.1.1. At all times County shall be fully responsible to OAG for the security of the storage, processing, compilation, or transmission of all OAG Data to which it has access, and of all equipment, storage facilities, and transmission facilities on which or for which such OAG Data are stored, processed, compiled, or transmitted.

7.3.1.2. County (and County's Agents) shall develop and implement internal protection systems, including information security access lists and physical security access lists (the "access protection lists"), designed to protect OAG Data in accordance with applicable law and the provisions for Data Security, Physical Security, and Logical/Information System Protections contained in this contract. The access protection lists shall document the name and other identifying data for any individual authorized to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization.

7.3.1.2.1. County shall remove individuals from or change the access rights of individuals on the applicable access protection list immediately upon such individual no longer requiring certain access. At least quarterly, OAG shall send County a list of Texas Child Support Enforcement System users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized.

7.3.1.2.2. OAG shall have the right to review County's internal protection systems and access protection lists for all areas of the work site(s). OAG may, with or without cause, and without cost or liability, deny or revoke an individual's access to OAG Data and information and any of its systems. If any authorization is revoked or denied by OAG, then County shall immediately use its best efforts to assist OAG in preventing access, use or disclosure of OAG Data and County shall be given written notice of the denial.

7.3.1.2.3. OAG, in its sole discretion and without consulting County, may immediately terminate OAG system access for anyone performing services under this contract.

7.3.1.2.4. County shall immediately notify OAG Contract Manager when any person County authorized to access OAG systems is no longer authorized to have such access. This notice includes re-assigned or terminated individuals.

7.3.1.3. County's physical access security and logical access security systems must track and log all access attempts and failures. The access security systems must produce access logs on request. These logs must identify all access failures and breaches. Notwithstanding anything to the contrary in this Contract, the physical access and logical access security systems access logs for any particular calendar year must be retained for a period of seven (7) calendar years after the last calendar day of the calendar year in which they were created. Thus a log created on January 1, 2007 may be disposed of, with all other systems access logs created in 2007, on January 1, 2015. All physical access and logical access security systems logs must be stored to electronic media. Any stored log must be produced for viewing access and copying upon request of OAG within five (5) business days of the request.

7.3.1.4. County shall maintain appropriate audit trails to provide accountability for use and updates to OAG Data, charges, procedures, and performances. Audit trails maintained by County shall, at a minimum, identify the supporting documentation prepared by County to permit an audit of the system by tracing the activities of individuals through the system. County's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of OAG Data. County agrees that County's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.3.2. Physical Security.

7.3.2.1. The computer site and related infrastructures (e.g., information system servers, protected interface equipment, associated peripherals, communications equipment, wire closets, patch panels, etc.) must have physical security that at all times protects OAG Data against any unauthorized access to, or routine viewing of, computer devices, access devices, and printed and stored data.

7.3.2.2. Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges.

7.3.2.3. County agrees that the systems operation room (which houses network equipment, servers and other centralized processing hardware) shall be accessible only by authorized IT personnel or executive management.

7.3.2.4. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external, non-organization-controlled network [e.g., the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Electronic Authentication Guidance level 3 or 4.

7.3.2.5. County shall protect information systems against environmental hazards and provide appropriate environmental protection in facilities containing information systems.

7.3.3. Logical/Information System Protections.

7.3.3.1. County shall take all reasonable steps to ensure the logical security of all information systems used in the performance of this Contract, including:

(i) Independent oversight of systems administrators and programmers;
(ii) Restriction of user, operator, and administrator accounts in accordance with job duties;
(iii) Authentication of users to the operating system and application software programs;
(iv) County shall adhere to OAG-approved access methods, and the protection and use of unique identifiers such as user identifications and passwords;
(v) County shall have an authorization process for user access and privileges. Any access not granted is prohibited;
(vi) County shall maintain an access protection list that details the rights and privileges with respect to each such user;
(vii) Audit trails for user account adds, deletes, and changes, as well as, access attempts and updates to individual data records; and
(viii) Protection to prevent unauthorized processing in or changes to software, systems, and OAG Data in the production environment.

7.3.3.2. County shall implement protection for the prevention, detection and correction of processing failure, or deliberate or accidental acts that may threaten the confidentiality, availability, or integrity of OAG Data.

7.3.3.3. County shall implement counter-protection against malicious software on County's internal systems used in contract performance.

7.3.3.4. County shall ensure that relevant Security Incidents are identified, monitored, analyzed, and addressed.

7.3.3.5. County shall apply a high-level of protection toward hardening all security and critical server communications platforms and ensure that operating system versions are kept current.

7.3.3.6. County shall adhere to mutually agreed upon procedures for authorizing hardware and software changes, and for evaluation of their security impact.

7.3.3.7. County shall institute a process that provides for immediate revocation of a user's access rights and the termination of the connection between systems, if warranted by the nature of any Security Incident.

7.4. ENCRYPTION.

7.4.1. OAG Data must be encrypted while at rest on any media (e.g., USB drives, laptops, workstations, and server hard drives), in transmission, and during transport (i.e. the physical moving of media containing OAG Data). OAG Data must be encrypted using current FIPS validated cryptographic modules. OAG will specify the minimum encryption level necessary. Any change to this minimum encryption level will be communicated in writing to County by the OAG Contract Manager. County shall adhere to mutually agreed upon procedures for data transmission.

7.4.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. County may submit, to the OAG Contract Manager, a written request for an exception to these prohibitions. A granted exception will be communicated in writing to County by the OAG Contract Manager. If OAG finds it necessary to allow storage media to be removed from a facility used by County, OAG will specify the circumstance(s) under which storage media may be removed. This prohibition does not apply to County Information Systems backup procedure.

7.5. SECURITY AUDIT.

7.5.1. Right to Audit, Investigate and Inspect.

7.5.1.1. Without notice, County shall permit, and shall require County's Agents to, permit OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

(i) Monitor and observe the operations of, and to perform security investigations, audits, and reviews of the operations and records of, County and County's Agents;
(ii) Inspect its information system in order to assess security at the operating system, network, and application levels; provided, however, that such assessment shall not interfere with the daily operations of managing and running the system; and
(iii) Enter into the offices and places of business of County and County's Agents for a security inspection of the facilities and operations used in the performance of Contract Services. Specific remedial measures may be required in cases where County or County's Agents are found to be noncompliant with physical and/or data security protection.

7.5.1.2. When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

7.5.1.3. Any audit of documents shall be conducted at County's principal place of business and/or the location(s) of County's operations during County's normal business hours and at OAG's expense. County shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on County's premises, (or if the audit is being performed of a County's Agent, the Agent's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work.

7.5.1.4. County shall supply to OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of County or County's Agents if those reports pertain, in whole or in part, to the Contract Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the contract.

7.6. SECURITY INCIDENTS.

7.6.1. Response to Security Incidents.

7.6.1.1. County shall respond to detected Security Incidents. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information Security Incidents. The incident response plan should cover such topics as:

(i) Initial responders;
(ii) Containment;
(iii) Management Notification;
(iv) Documentation of Response Actions;
(v) Expeditious confirmation of system integrity;
(vi) Collection of audit trails and similar evidence;
(vii) Cause analysis;
(viii) Damage analysis and mitigation;
(ix) Internal Reporting Responsibility;
(x) External Reporting Responsibility; and
(xi) OAG Contract Manager's and OAG-CSD ISO's name, phone number and email address. *Attachment D* is County's current internal incident response plan. Any changes to this incident response plan requires OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence.

7.6.2. Notice.

7.6.2.1. Within one (1) hour of discovering or having any reason to believe that there has been, any physical, personnel, system, or OAG Data Security Incident County shall initiate risk mitigation and notify the OAG-CSD ISO and the OAG Contract Manager, by telephone and by email, of the Security Incident and the initial risk mitigation steps taken.

7.6.2.2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary risk analysis of the Security Incident; commence an investigation into the incident; and provide a written report utilizing the attached Security Incident Report (*Attachment E*) to the OAG-CSD ISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the Security Incident and the results of the preliminary risk analysis. This initial report shall include, at a minimum: nature of the incident (e.g., data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.

7.6.2.3. Each day thereafter until the investigation is complete, County shall:

(i) Provide the OAG-CSD ISO, or the OAG-CSD ISO's designee, with a daily oral or email report regarding the investigation status and current risk analysis; and
(ii) Confer with the OAG-CSD ISO or the OAG-CSD ISO's designee, regarding the proper course of the investigation and risk mitigation.

7.6.2.4. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

7.6.3. Final Report.

7.6.3.1. Within five (5) business days of completing the risk analysis and investigation, County shall submit a written Final Report to the OAG-CSD ISO with a copy to the OAG Contract Manager, which shall include:

7.6.3.1.1. A detailed explanation of the cause(s) of the Security Incident;

7.6.3.1.2. A detailed description of the nature of the Security Incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and

7.6.3.1.3. A specific cure for the Security Incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to OAG that states the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

7.6.3.2. If the cure has not been put in place by the time the report is submitted, County shall within thirty (30) calendar days after submission of the final report, provide a certification to OAG that states: the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

7.6.3.3. If County fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the Security Incident, County agrees OAG may exercise any remedy in equity, provided by law, or identified in the contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless OAG notifies County in writing prior to the exercise of such remedy.

7.6.4. Independent Right to Investigate.

7.6.4.1. OAG reserves the right to conduct an independent investigation of any Security Incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

7.7. REMEDIAL ACTION.

7.7.1. Remedies Not Exclusive and Injunctive Relief.

7.7.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this contract, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a Security Incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

7.7.1.2. If injunctive or other equitable relief is available, then County agrees that OAG shall not be required to post bond or other security as a condition of such relief.

7.7.2. Notice and Compensation to Third Parties.

7.7.2.1. In the event of a Security Incident, third-party or individual data may be compromised.

7.7.2.2. Subject to OAG review and approval, County shall provide notice of the Security Incident, with such notice to include:

(i) A brief description of what happened;
(ii) A description, to the extent possible, of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.);
(iii) A brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches;
(iv) Contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and
(v) Instructions for accessing the Consumer Protection Identity Theft section of the OAG website.

7.7.2.3. County and OAG shall mutually agree on the methodology for providing the notice required in this subsection. Neither party shall unreasonably withhold such agreement; however the notice method must comply with the notification requirements of Section 521.053, Texas Business and Commerce Code (as currently enacted or subsequently amended). Provided further that County must also comply with Section 521.053's "consumer reporting agency" notification requirements.

7.7.2.4. If County does not provide the required notice, OAG may elect to provide notice of the Security Incident. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas business and Commerce Code (as currently enacted or subsequently amended). Costs (excluding personnel costs) associated with providing notice shall be reimbursed to OAG by County. If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

7.8. COMMENCEMENT OF LEGAL ACTION.

7.8.1. County shall not commence any legal proceeding on OAG's behalf without OAG's express written consent.

8. AMENDMENT

8.1. This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of OAG and County.

9. TERMINATION OF THE CONTRACT

9.1. CONVENIENCE OF THE STATE OF TEXAS.

9.1.1. OAG reserves the right to terminate the contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice, if OAG determines that such termination is in its best interest. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the contract requirements, prior to the effective date of termination. The OAG shall have no other liability including no liability for any costs associated with the termination.

9.2. TERMINATION FOR DEFAULT/CAUSE.

9.2.1. If County fails to provide the services required under this Contract according to the provisions of this Contract, or fails to comply with any of the terms or conditions of this Contract, OAG may, upon written notice of default to County, terminate the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under this Contract.

9.2.2. OAG may exercise any other right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law or proceed by appropriate court action to enforce the provisions of this Contract, or to recover damages for the breach of any agreement being derived from this Contract. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless OAG notifies County in writing prior to the exercise of such remedy. County will remain liable for all covenants under the aforesaid agreement. County and OAG will each be responsible for the payment of its own legal fees, and other costs and expenses, including attorney's fees and court costs, incurred with respect to the enforcement of any of the remedies listed herein.

9.3. CHANGE IN FEDERAL OR STATE REQUIREMENTS.

9.3.1. If federal or state laws, rules or regulations, or other federal or state requirements or guidelines are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties cannot agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this Contract.

9.4. RIGHTS UPON TERMINATION.

9.4.1. In the event that this Contract is terminated for any reason, or upon its expiration, OAG shall retain ownership of all associated work products and documentation with any order that results from or is associated with this contract in whatever form that they exist.

9.5. SURVIVAL OF TERMS.

9.5.1. Termination of this Contract for any reason shall not release County from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

10. TERMS AND CONDITIONS

10.1. FEDERAL TERMS AND CONDITIONS.

10.1.1. Compliance with Law and Conforming Amendments. County shall comply with all federal and state laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure, with respect to its performances hereunder, that OAG is fully and completely meeting obligations imposed by all laws, rules, regulations, requirements, and guidelines upon OAG in carrying out the program of child support enforcement pursuant to Title IV, Part D, of the Social Security Act of 1935, as amended*;* (2) providing services to OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. The OAG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the OAG's or County's compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines.

10.1.2. Civil Rights. County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. County shall comply with Executive Order 11246, “Equal Employment Opportunity” as amended by Executive Order 11375, “Amending Executive Order 11246 relating to Equal Employment Opportunity”, and as supplemented by regulations at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor”. County shall ensure that all subcontracts comply with the above referenced provisions.

10.1.3. Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts. County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this transaction by any federal department or agency. The certification requirement of this provision shall be included in all subcontracts.

10.1.4. Records Retention. County shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in this Contract. County shall retain all such records for a period of five (5) years after the expiration of the term of this Contract, or until OAG or the United States are satisfied that all audit and litigation matters are resolved, whichever period is longer. County shall grant access to all such records to the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States (or any of their duly authorized representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all subcontracts.

10.1.5. Environmental Protection. County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The certification requirement of this provision shall be included in all subcontracts that exceed $100,000.

10.1.6. Lobbying Disclosure. County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. Upon execution of this Contract, County must sign the Certification Regarding Lobbying attached as *Attachment F* and return it to OAG along with the executed copy of this Contract. This certification certifies that County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. §1352. It also certifies that County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL. The certification requirement of this provision shall be included in all subcontracts that exceed $100,000.

10.1.7. Certification Concerning Dealings with Public Servants. County, by signing the Agreement, certifies that it has not given nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this transaction.

10.2. GENERAL RESPONSIBILITIES.

10.2.1. Independent Contractor. This Contract shall not render County an employee, officer, or agent of the OAG for any purpose. County is and shall remain an independent contractor in relationship to the OAG. The OAG shall not be responsible for withholding taxes from payments made under this Contract. County shall have no claim against the OAG for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

10.2.2. No Implied Authority. Any authority delegated to County by OAG is limited to the terms of this Contract. County shall not rely upon implied authority and specifically is not delegated authority under this Contract to:

(1) Make public policy;
(2) Promulgate, amend, or disregard OAG Child Support program policy; or
(3) Unilaterally communicate or negotiate, on behalf of the OAG, with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency. However, County is required to cooperate fully with OAG in communications and negotiations with federal and state agencies, as directed by the OAG.

10.2.3. Force Majeure. OAG shall not be responsible for performance of the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.

10.2.3.1. County shall not be liable to OAG for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of County, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

10.2.3.2. In the event of an occurrence under the preceding paragraph, County will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and County continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. County shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

10.2.4. News Releases or Pronouncements. The OAG does not endorse any Contractor, commodity, or service. No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of the OAG.

10.3. OFFSHORING. All work to be performed under this Contract shall be performed within the United States and its territories.

10.4. RIGHT OF REMOVAL. OAG expects all services under this Contract to be competently and professionally performed. County and County's subcontractor personnel and agents shall comply with all OAG policy, procedures and requirements relating to standards of conduct and shall be courteous and professional in all communications during their performance of the requirements of this Contract. Any actions deemed incompetent or unprofessional must be remedied to the satisfaction of the OAG Contract Manager. OAG reserves the right, in its sole discretion, to require the immediate removal from the performance of services under this Contract and replacement of any County and/or County subcontractor personnel and agents deemed by OAG to be discourteous, unprofessional, incompetent, careless, unsuitable or otherwise objectionable. Any replacement personnel assigned by County to perform services under this Contract must have qualifications for the assigned position that equal or exceed those of the person being replaced.

10.5. BACKGROUND REVIEWS.

10.5.1. By entering into this contract, County acknowledges that the OAG will perform background reviews, to include criminal history record information, of all County Agents before allowing a County Agent to provide contract services. Prior to allowing a county agent to provide contract services, County shall provide the OAG with a completed "New County User Access form" (See *Attachment G*) which includes:

- the County Agent's name (including any other names used);
- day time phone number;
- responsibilities under the contract;
- date of birth;
- driver license number; and
- social security number.

10.5.2. County shall provide the "Request for New County User" form via email to: CSD-CountyAccess@texasattorneygeneral.gov.

10.5.3. The term County Agent as used in this "Background Reviews" provision means: all persons who perform contract services on County's behalf including County's officials, employees, agents, consultants, subcontractors and representatives.

10.5.4. A County Agent who is a registered sex offender or has been convicted of a felony for crimes involving violence, child abuse or neglect, sexual offenses, theft or fraud may NOT perform contract services.

10.5.5. No County Agent shall commence performance of contract services or assume new responsibilities regarding contract services until OAG consents to such County Agent performing such service or new responsibility. This prohibition pertains to performance of contract services and is not intended to preclude County from continuing to engage County Agent's services for non-contract services.

10.5.6. The Child Support Division of the Office of the Texas Attorney General is the Title IV-D agency for the State of Texas. Pursuant to Texas Government Code Section 411.127 the Child Support Division has the right to obtain criminal history record information that relates to an entity who proposes to enter into a contract with or that has a contract with the Child Support Division. OAG shall have the right under this contract to perform initial and periodic detailed background reviews, to include a criminal history records check, on any of County's Agents that are assigned to provide services to OAG or are authorized to access, or are requesting access to OAG Data. OAG is prohibited from revealing the results of any criminal history records check to County.

10.5.7. County must require all County Agents to notify County of any arrest (to include the date of arrest, arresting entity, and charges) at the earliest possible opportunity but no later than the end of the first business day following an arrest. Within one (1) business day after such notification, County in turn shall notify OAG of such arrest. County must also require any County Agent who has been arrested to provide an official offense report to County as soon as possible but no later than thirty (30) calendar days after the date of the arrest. Within one (1) business day after receipt, County in turn shall provide OAG with a copy of such offense report.

10.6. NON-WAIVER OF RIGHTS. Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

10.7. NO WAIVER OF SOVEREIGN IMMUNITY. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY OAG, THE STATE OF TEXAS OR COUNTY OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT OAG, THE STATE OF TEXAS OR COUNTY MAY HAVE BY OPERATION OF LAW.

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

10.9. APPLICABLE LAW AND VENUE. County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Hidalgo County.

10.10. ENTIRE AGREEMENT. This instrument constitutes the entire Contract between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

10.11. ORIGINALS AND COUNTERPARTS. This contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.12. ATTACHMENTS.

10.12.1. Attachment A: OAG Procedures for Customer Identification

10.12.2. Attachment B: Record of Support, Form 1828

10.12.3. Attachment C: Certificate of Destruction for Counties and Vendors

10.12.4. Attachment D: County's Incident Response Plan

10.12.5. Attachment E: Security Incident Report

10.12.6. Attachment F: Certification Regarding Lobbying

10.12.7. Attachment G: New County User Access form

THIS CONTRACT IS HEREBY ACCEPTED

OFFICE OF THE ATTORNEY GENERAL	**HIDALGO COUNTY**
_____	_____
Mara Flanagan Friesen Deputy Attorney General for Child Support (IV-D Director)	The Honorable Ramon Garcia County Judge, Hidalgo County
_____	_____
Signed Date	Signed Date

OAG Procedures
For
Customer Identification

County shall adhere to the OAG Procedures when a request is received for member and/or case information.

Identifying Walk-In or Caller

Before updating member and/or case information, such as home address, phone number, etc., verify the caller or walk-in's identity. Ask the person for the following identifiers:

- Name
- Case Identification Number (CIN)
- Social Security Number (if CIN unavailable)
- Date of Birth
- Home address

Unidentifiable Walk-In or Caller

If there is any doubt about the caller's identity after these identifiers have been obtained, ask for the children names and date of birth.

When pertinent information is unavailable on registry-only (RO) cases, county staff are prevented from verifying a caller's identity. Once all attempts to verify the caller's identity have been exhausted, instruct the caller/walk-in to take one of the following actions in order to have the member/case information updated on OAG Case Management System:

Provide proof of identity via Mail, Fax or Email

Provide proof of identity by providing the supporting documents:

- A copy of a valid photo ID (i.e. driver's license)

Provide a scanned copy of the information to be updated:

- Bill with home address (i.e. utility bill)
- SSN card
- DOB
- Name change – photo ID with new name

ATTACHMENT B

Figure: 1 TAC §55.121

CHILD SUPPORT DIVISION

Record of Support

This form is used by counties to provide the record of support data needed by the state case registry as required by the Texas Family Code § 105.008. (Counties may use the TXCSES Web Portal to provide this information in lieu of completing this form.) Send the completed form to the State Case Registry/County Contact Team by fax 877-924-6872, e-mail csd-sdu@texasattorneygeneral.gov , or mail to TxCSDU, P.O. Box 659400, San Antonio, TX 78265.

Order Information

County Name:	Court Number:	Cause Number:
Attorney General Case Number:	Date of Hearing:	Order Sign Date:
Order Type: ☐ New Order	☐ Modified Order	
Payment Location: ☐ SDU	☐ County	☐ Other

Obligee/Custodial Parent Information

☐ Family Violence Protection (FV) *(Check if individual below is a victim of family violence)*

Name:	Date of Birth:	Social Security Number:	
Address:	City:	State:	Zip:
Sex: ☐ Male ☐ Female	Driver's License Number:		
Home Phone:	Work Phone:	Cell Phone:	Relationship to Child(ren):
Employer Name:			
Address:	City:	State:	Zip:

Obligor/Non-Custodial Parent Information

☐ Family Violence Protection (FV) *(Check if individual below is a victim of family violence)*

Name:	Date of Birth:	Social Security Number:	
Address:	City:	State:	Zip:
Sex: ☐ Male ☐ Female	Driver's License Number:		
Home Phone:	Work Phone:	Cell Phone:	Relationship to Child(ren):
Employer Name:			
Address:	City:	State:	Zip:

ATTACHMENT B

Figure: 1 TAC §55.121

CHILD SUPPORT DIVISION

Dependent Information			
☐ Family Violence Protection (FV) *(Check if dependent below is a victim of family violence)*			
Name:	Sex: ☐ Male ☐ Female	Date of Birth:	Social Security Number:
☐ Family Violence Protection (FV) *(Check if dependent below is a victim of family violence)*			
Name:	Sex: ☐ Male ☐ Female	Date of Birth:	Social Security Number:
☐ Family Violence Protection (FV) *(Check if dependent below is a victim of family violence)*			
Name:	Sex: ☐ Male ☐ Female	Date of Birth:	Social Security Number:
☐ Family Violence Protection (FV) *(Check if dependent below is a victim of family violence)*			
Name:	Sex: ☐ Male ☐ Female	Date of Birth:	Social Security Number:
Attach additional forms if there are more children for this cause			

Attorney Information			
Obligee Attorney:	Phone:	Obligor Attorney:	Phone:

Form prepared by: _____ Phone: _____ Date: _____

ATTACHMENT C

Office of the Attorney General – Child Support Division

Certificate of Destruction for Contractors and Vendors

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

Contact Name	Title	Company Name and Address	Phone

You may attach an inventory of the media if needed for bulk media disposition or destruction.

Media Type				Media Title / Document Name
	HARD COPY		ELECTRONIC	
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)				
Dates of Records				

Document / Record Tracking Number	OAG Item Number	Make / Model	Serial Number

Item Sanitization			Who Completed?		Who Verified?	
		CLEAR	Phone		Phone	
		PURGE	DATE Completed			
		DESTROY				

Sanitization Method and/or Product Used →	

Final Disposition of Media					
		Reused Internally			Destruction / Disposal
		Reused Externally			Returned to Manufacturer
		Other:			

Comments:

If any OAG Data is **retained**, indicate the type of storage media, physical locations(s), and any planned destruction date.

Description of OAG Data Retained and Retention Requirements:		
Proposed method of destruction for OAG approval:	Type of storage media?	
	Physical location?	
	Planned destruction date?	

Within five (5) days of destruction or purging, provide the OAG with a signed statement containing the date of clearing, purging or destruction, description of OAG data cleared, purged or destroyed and the method(s) used.

Authorized approval has been received for the destruction of media identified above and has met all OAG Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.

Records Destroyed by:			Records Destruction Verified by:	
Signature	Date		Signature	Date

Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.

Send the signed Certificate of Destruction to:

OAG: Child Support Division, Information Security Office, PO Box 12017, Austin, TX 78711-2017

Office of the Attorney General – Child Support Division

Certificate of Destruction for Contractors and Vendors

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information **(FTI).** These guidelines are also required for sensitive or confidential information that may include personally identifiable information **(PII)** or protected health information **(PHI).** NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- **Hard Copy**. Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media.
- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.

2. For media to be reused outside your organization or if leaving your organization for any reason, use the PURGE procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.

3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

4. For media that has been damaged (i.e. crashed drive) and can not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide OAG with a signed statement detailing the nature of OAG data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for OAG approval.

6. Send the signed Certificate of Destruction to:

OAG: Child Support Division
Information Security Office
PO Box 12017
Austin, TX 78711-2017

FAX to: 512-460-6070

or send as an email attachment to:

Arthur.Cantrell@texasattorneygeneral.gov

Final Distribution of Certificate	Original to:	Arthur Cantrell, Information Security Officer 512-460-6061
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. CSD Contract Manager

ATTACHMENT D

Hidalgo County
Incident Response Plan

Adopted Date: _____

Overview

This Incident Response Plan is designed to provide general guidance to county staff, both technical and managerial, to:

- enable quick and efficient recovery in the event of security incidents which may threaten the confidentiality of OAG Data;
- respond in a systematic manner to incidents and carry out all necessary steps to handle an incident;
- prevent or minimize disruption of mission-critical services; and,
- minimize loss or theft of confidential data.

The plan identifies and describes the roles and responsibilities of the Incident Response Team and outlines steps to take upon discovery of unauthorized access to confidential data. The Incident Response Team is responsible for putting the Plan into action.

Incident Response Team

The Incident Response Team is established to provide a quick, effective and orderly response to any threat to confidential data. The Team's mission is to prevent a serious loss of information assets or public confidence by providing an immediate, effective and skillful response to any unexpected event involving computer information systems, networks or databases. The Team is responsible for investigating suspected security incidents in a timely manner and reporting findings to management and the appropriate authorities.

Incident Response Team Roles and Responsibilities

Position	Roles and Responsibilities
Chief Information Security Officer (CISO)	Immediately report incident directly to OAG CISO and OAG Contract Manager Determine nature and scope of the incident Contact members of the Incident Response Team Determine which Team members play an active role in the investigation Escalate to executive management as appropriate Contact other departments as appropriate Monitor and report progress of investigation to OAG CISO Ensure evidence gathering and preservation is appropriate Prepare and provide a written summary of the incident and corrective action taken to OAG CISO
Information Technology Operations Center	Central point of contact for all computer incidents Notify CISO to activate Incident Response Team
Information Privacy Office	Document the types of personal information that may have been breached Provide guidance throughout the investigation on issues relating to privacy of customer and employee personal information Assist in developing appropriate communication to impacted parties Assess the need to change privacy policies, procedures and/or practices as a result of the breach
Network Architecture	Analyze network traffic for signs of external attack Run tracing tool and event loggers Look for signs of firewall breach Contact external internet service provider for assistance as appropriate Take necessary action to block traffic from suspected intruder Prepare Incident Containment Report, as appropriate, and forward to County CISO
Operating Systems Architecture	Ensure all service packs and patches are current on mission-critical computers Ensure backups are in place for all critical systems Examine system logs of critical systems for unusual activity Prepare Incident Containment Report, as appropriate, and forward to County CISO
Business Applications	Monitor business applications and services for signs of attack Review audit logs of mission-critical servers for signs of suspicious activity Contact the Information Technology Operations Center with any information relating to a suspected breach Collect pertinent information regarding the incident at the request of the CISO
Internal Auditing	Review systems to ensure compliance with information security policy and controls Perform appropriate audit test work to ensure mission-critical systems are current with service packs and patches Report any system control gaps to management for corrective action Prepare Incident Eradication Report and forward to County CISO

Incident Contact List

OAG Contact Information

Position	Name	Phone Number	Email address
OAG Information Security Officer	Arthur Cantrell	512-460-6061	arthur.cantrell@texasattorneygeneral.gov
OAG Contract Manager	Jamie Lala	512-460-6768	jamie.lala@texasattorneygeneral.gov

County Contact Information

Position	Name	Phone Number	Email address
Chief of Information Security Officer			
County Contract Manager			
Information Technology Operations Center			
Information Privacy Office			
Network Architecture			
Operating Systems Architecture			
Business Applications			
Internal Auditing			

CHILD SUPPORT DIVISION

ATTACHMENT E

SECURITY INCIDENT REPORT

For Contractors or Vendors

To immediately report an incident please contact:

Arthur Cantrell
OAG-CS Information Security Officer
Arthur.Cantrell@texasattorneygeneral.gov
Office (512) 460-6061
Fax (512) 460-6850

Instructions: Each Contractor or business partner (Contractor) is required to provide timely reporting of security incidents to the Office of the Attorney General, Child Support Division (OAG-CS) Information Security Officer (ISO). Together, the Contractor and OAG-CS ISO will assess the significance and criticality of a security incident based on the business impact to affected resources and the current and potential effect of the incident (*e.g., loss of access to services, revenue, productivity, reputation; unauthorized disclosure of confidential or private information; loss of data or network integrity; or propagation to other networks*).

Depending on the criticality of the incident, it will not always be feasible to gather all the information prior to reporting to OAG-CS. In such cases, incident response teams should make an initial report and then continue to report information to the OAG-CS daily until the incident has been resolved and the OAG-CS ISO has closed the incident. All security incident reports provided to OAG-CS will be classified and handled as Confidential per *Chapter 2059.055 Texas Government Code (TGC)* and *Chapter 552.139 Texas Business and Commerce Code (TB&CC)*.

1. Contact Information	
Company Name:	
Full Name:	
Job Title:	
Division or office:	
Work phone:	
Mobile phone:	
E-mail address:	
Fax number:	

Additional contact information: (e.g., subject matter experts; incident response team members)

Area of Specialty	Name	Email	Phone #

CHILD SUPPORT DIVISION

ATTACHMENT E

SECURITY INCIDENT REPORT

For Contractors or Vendors

2. Type of Incident *(Check all that apply)*	
☐ Account compromise *(e.g., lost password)*	☐ Social engineering *(e.g., phishing, scams)*
☐ Denial of service *(including distributed)*	☐ Technical vulnerability *(e.g., 0-day attacks)*
☐ Malicious code *(e.g., virus, worm, Trojan)*	☐ Theft/loss of equipment/media/document
☐ Misuse of systems *(e.g., acceptable use)*	☐ Unauthorized access *(e.g., systems, devices)*
☐ Reconnaissance *(e.g., scanning, probing)*	☐ Unknown/Other *(Please describe below)*
Description of incident:	

3. Scope of Incident *(Check one)*	
☐ Critical *(e.g., affects public safety or Federal/State/Individual confidential or private information)* ☐ High *(e.g., affects Contractor's entire network or critical business or mission systems)* ☐ Medium *(e.g., affects Contractor's network infrastructure, servers, or admin accounts)* ☐ Low *(e.g., affects Contractor's workstations or standard user accounts only)* ☐ Unknown/Other *(Please describe below)*	
Estimated number of systems affected: *(e.g., workstations, servers, mainframes, applications, switches, routers)*	
Estimated number of users and/or customers affected:	
Third-parties involved or affected: *(e.g., vendors, contractors, partners)*	
Additional scope information:	

4. Impact of Incident *(Check all that apply)*	
☐ Loss of access to services	☐ Propagation to other networks
☐ Loss of productivity	☐ Unauthorized disclosure of data/information
☐ Loss of revenue	☐ Unauthorized modification of data/information
☐ Loss of reputation	☐ Unknown/Other *(Please describe below)*
Estimated total cost incurred: *(e.g., cost to contain incident, restore systems, notify data owners, notify customers, credit monitoring fees, fines)*	

CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT

For Contractors or Vendors

Additional impact information:

5. Sensitivity of Affected Data/Information *(Check all that apply)*	
☐ Confidential/Sensitive/IRS data/info ☐ Financial data/info ☐ Non-sensitive data/info ☐ Publicly available data/info	☐ Personally identifiable information (PII/PHI) ☐ Intellectual property/copyrighted data/info ☐ Critical infrastructure/Key resources ☐ Unknown/Other *(Please describe below)*
Quantity of data/information affected: *(e.g., file sizes, number of records)*	
Describe the data and/or information that may have been compromised:	

6. Users and/or Customers Affected by Incident *(Provide as much detail as possible)*			
Number of affected **Users**		Number of affected **Customers**	
User Name	User Job Title	System access levels or rights of affected users: *(e.g., regular user, domain administrator, root)*	
Additional User and/or Customer details:			

7. Systems Affected by Incident *(Provide as much detail as possible)*	
Attack sources *(e.g., IP address, port)*:	
Attack destinations *(e.g., IP address, port)*:	
IP addresses of affected systems:	
Domain names of affected systems:	
Primary functions of affected systems: *(e.g., web server, domain controller)*	
Operating systems of affected systems: *(e.g., version, service pack, configuration)*	
Patch level of affected systems: *(e.g., latest patches loaded, hotfixes)*	

SECURITY INCIDENT REPORT

For Contractors or Vendors

Security software loaded on affect systems: *(e.g., anti-virus, anti-spyware, firewall, versions, date of latest definitions)*	
Physical location of affected systems: *(e.g., state, city, building, room, desk)*	
Additional system details:	

8. Remediation of Incident *(Provide as much detail as possible – include dates)*	
Actions taken by Contractor to identify affected resources:	
Actions taken by Contractor to contain & investigate incident:	
Actions taken by Contractor to remediate incident:	
Actions taken by Contractor to verify successful remediation: (e.g., perform vulnerability scan, code review, system tests)	
Actions planned by Contractor to prevent similar incidents: *(provide timeline)*	
Additional remediation details:	

9. Timeline of Incident *(Provide as much detail as possible)*	
a. Date and time when Contractor first detected, discovered, or was notified about the incident:	
b. Date and time when the actual incident occurred: *(estimation if exact date and time unknown)*	
c. Date and time when the incident was contained, or when all affected systems or functions were restored: *(use whichever date and time is later)*	
d. Elapsed time between the incident and discovery: *(e.g., difference between a. and b. above)*	
e. Elapsed time between the discovery and restoration: *(e.g., difference between a. and c. above)*	

CHILD SUPPORT DIVISION

ATTACHMENT E

SECURITY INCIDENT REPORT

For Contractors or Vendors

Detailed incident timeline:		
Date	Time	Event/Action/Comment

10. Miscellaneous / Lessons Learned *(Provide any other relevant information)*

11. List of Attachments *(Include the name and date of each attachment)*

Please submit the completed form, attachments and all updates to:

Arthur Cantrell
OAG-CS Information Security Officer
Mail Code 033-1
5500 E. Oltorf : P.O. Box 12017
Austin, TX 78741 : Austin, TX 78711-2017
Office (512) 460-6061
Fax (512) 460-6850
Arthur.Cantrell@texasattorneygeneral.gov

***PLEASE NOTE:**

- All Security Incident Reporting Forms and accompanying documentation must be transmitted to OAG-CS in a safe and secure manner.
- **Please encrypt all documents prior to transmission.**
- Please contact the ISO via phone to coordinate your fax transmission or decryption password.

OAG will contact the **TIGTA** and the **IRS** immediately, but no later than 24-hours after the identification of a possible issue involving FTI. OAG should not wait to conduct an internal investigation to determine if FTI was involved. If FTI may have been involved, OAG must contact **TIGTA** and the **IRS** immediately. **TIGTA contact for Texas: 972-308-1400** (Dallas).

If criminal action is suspected (e.g., violations of *Chapter 33, Penal Code, Computer Crimes*, or *Chapter 33A, Penal Code, Telecommunications Crimes*) the Contractor is also responsible for contacting the appropriate law enforcement and investigative authorities.

ATTACHMENT F

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
(Respondent Signature)

_____
(Respondent Printed Name)

_____
(Respondent Title)

_____
(Date)

_____
(Organization)

ATTACHMENT G

CHILD SUPPORT DIVISION

Request for New County User

A criminal background review will be conducted prior to providing access to TXCSES systems. This form must be completed and returned to CSD-CountyAccess@texasattorneygeneral.gov before access can be granted.

Employee Name: _____

Other Names (i.e. maiden, etc.) _____

_____

County: _____

Daytime Phone Number: _____

Responsibilities under the contract: _____

Date of Birth: _____

Driver's License Number: _____

Social Security Number: _____

_____ _____

Supervisor's Signature Date

_____

Title

AI-56865 **Constables** **8. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct.3 US Treasury (1257)
Approval to appropriate 2016 Federal Sharing - US Treasury Fund Balance in the amount of $12,469.86.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1257-421-00-293-016-0-XXX

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

BUDGETARY IMPACT:

Funds available in fund balance as of 10/14/16.

Attachments

2016 BUDGET APP.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/12/2016 08:10 AM
Glinda Pacheco	Veronica Ortiz	10/14/2016 10:36 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Raquel Ramos		Started On: 10/11/2016 05:12 PM
Final Approval Date: 10/21/2016		

DATE: October 11, 2016

DEPARTMENT HEAD: Constable Lazaro Gallardo, Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3

ACCOUNT NUMBER: 6-1257-421-00-293-016-0-XXX

Contact Person: Raquel Ramos **Ph#:** 956-205-7031

2016
APPROPRIATION

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
6-1257-421-00-293-016-0-430	Const. Pct. 3 - US Treasury - Repair & Maintenance Services	$ 1,000.00
6-1257-421-00-293-016-0-583	Const. Pct. 3 - US Treasury - Travel Out of County	$ 1,000.00
6-1257-421-00-293-016-0-584	Const. Pct. 3 - US Treasury - Registration Fees	$ 1,000.00
6-1257-421-00-293-016-0-752	Const. Pct. 3 - US Treasury - Vehicles	$ 9,469.86
	TOTAL BUDGET INCREASE (DECREASE)	$ 12,469.86

REASON: To appropriate remaining balances from 2015 into various accounts.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-56864 **Constables** **8. B.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 (1230):
Approval of 2016 appropriation of funds for Constable Pct. 3 Chapter 59 (program 010) from the Constable Pct 3 CCP59 fund balance in the amount of $84,131.10.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1230-421-00-293-010-0-XXX

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

BUDGETARY IMPACT:

6-1230-101-00-000-000-0-000

Funds available as of 10/13/2016.

Attachments

2016 Budget App.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/12/2016 08:09 AM
Final Approval	Veronica Ortiz	10/20/2016 11:18 AM
Form Started By: Raquel Ramos		Started On: 10/11/2016 04:56 PM
Final Approval Date: 10/20/2016		

DATE: October 20, 2016

DEPARTMENT HEAD: Constable Lazaro Gallardo, Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3

ACCOUNT NUMBER: 6-1230-421-00-293-010-0-XXX

Contact Person: Raquel Ramos **Ph#:** 956-205-7031

2016
APPROPRIATION

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
6-1230-421-00-293-010-0-430	Const. Pct. 3 - CCP59 - Repair & Maintenance Services	$ 20,000.00
6-1230-421-00-293-010-0-583	Const. Pct. 3 - CCP59 - Out of County Travel	$ 15,000.00
6-1230-421-00-293-010-0-584	Const. Pct. 3 - CCP59 - Registration Fees	$ 10,000.00
6-1230-421-00-293-010-0-610	Const. Pct. 3 - CCP59 - General Supplies	$ 8,000.00
6-1230-421-00-293-010-0-752	Const. Pct. 3 - CCP59 - Vehicles	$ 31,131.10
	TOTAL BUDGET INCREASE (DECREASE)	$ 84,131.10

REASON: To appropriate remaining fund balance from 2015 into various accounts.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-56866 **Constables** **8. C.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 (1261)
Approval to appropriate 2016 Federal Sharing - D.O.J. Fund Balance in the amount of $11,698.08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1261-258-00-000-000-0-000

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

BUDGETARY IMPACT:

available balance as of 10/18/16.

Attachments

2016 BUDGET APP.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/12/2016 08:11 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Raquel Ramos		Started On: 10/11/2016 05:28 PM
Final Approval Date: 10/21/2016		

DATE: October 11, 2016

2016
APPROPRIATION

DEPARTMENT HEAD: Constable Lazaro Gallardo, Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3

ACCOUNT NUMBER: 6-1261-421-00-293-017-0-XXX

Contact Person: Raquel Ramos **Ph#:** 956-205-7031

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
6-1261-421-00-293-017-0-430	CONSTABLE FED SHARING -GENERAL SUPPLIES	$ 2,000.00
6-1261-421-00-293-017-0-583	CONSTABLE FED SHARING -REPAIR & MAINT. SRV	$ 2,000.00
6-1261-421-00-293-017-0-610	CONSTABLE FED SHARING - FURNISHINGS & EQU	$ 7,698.08
	TOTAL BUDGET INCREASE (DECREASE)	$ 11,698.08

REASON: To appropriate remaining fund balances from 2015 into various accounts.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-56980 **Constables** **8. D.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct 4:
Discussion, consideration, and approval to appoint Edward Sanchez as Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

BACKGROUND

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

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1285-421-00-294-018-6-XXX

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

BUDGETARY IMPACT:

Position will be funded from the Texas Tropical Behavioral Health VBLF slot no. 0001 (vacant slot).

Attachments

Chap86

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/20/2016 03:49 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Nayla Munoz		Started On: 10/20/2016 03:43 PM

Final Approval Date: 10/21/2016

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

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

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

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

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

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

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

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

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

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

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

(2) exempt from Chapter 1702, Occupations Code.

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

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

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

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

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

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

Amended by:

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

AI-56996 **Sheriff's Office** **9. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval of memorandum of understanding between Hidalgo County Sheriff's Office, Texas Department of Public Safety and McAllen Police Department for the establishment and operation of the Texas Transnational Intelligence Center (TTIC).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact for Hidalgo County.

Attachments

TTIC MOU

LEGAL

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	10/21/2016 09:44 AM
Budget & Management	Veronica Ortiz	10/21/2016 09:45 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Emilia Uriegas		Started On: 10/21/2016 09:07 AM
Final Approval Date: 10/21/2016		

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TEXAS DEPARTMENT OF PUBLIC SAFETY
THE HIDALGO COUNTY SHERIFF'S OFFICE AND
THE MCALLEN POLICE DEPARTMENT FOR
establishment and operations of the
TEXAS TRANSNATIONAL INTELLIGENCE CENTER
HB 11 and App Act Rider No. 52, 84th Regular Session

This Memorandum of Understanding (MOU) is entered into under the Interlocal Cooperation Act, Chapter 791, Texas Gov't Code, between the Texas Department of Public Safety (TXDPS), the Hidalgo County Sheriff's Office (HCSO) and the City of McAllen, McAllen Police Department (MPD).

Whereas, the purpose of the MOU is to formalize the agreement between TXDPS, HCSO and MPD regarding HCSO's and MPD's establishment and operation of the Texas Transnational Intelligence Center (TTIC).

Whereas, under Section 362.005, Local Gov't Code, adopted by HB11, 84th Regular Session, HCSO and MPD are to jointly establish and operate the TTIC and TXDPS is to assist the HCSO and MPD in their establishment and operation.

Whereas, TXDPS, HCSO and MPD have entered into a separate interlocal agreement regarding the Texas Anti-Gang Center (TAG CENTER); however the TTIC will not be operated within that agreement or center.

Whereas, TXDPS was appropriated funds for the purpose of transferring those funds to the TTIC, House Bill 1, Strategy B.1.12. Networked Intelligence, 2016-2017 General Appropriations Act, Article V, Department of Public Safety and identified in Rider No. 52.

Whereas, TXDPS is organized pursuant to Chapter 411, Tex. Gov't Code, and is authorized to enter into this MOU under those provisions and Chapter 421, Tex. Gov't Code.

Whereas, MPD is a duly organized municipality and political subdivision of the State of Texas and authorized to enter into this MOU under its enabling legislation, Local Gov't Code, and Chapter 362, Local Gov't Code.

Whereas, HCSO is a duly organized county of the State of Texas and authorized to enter into this MOU under its enabling legislation, Local Gov't Code, and Chapter 362, Local Gov't Code.

Whereas, prior to entering into this MOU, HCSO has requested and obtained all requisite approvals of its governing body and otherwise complied with applicable law to enter into this MOU and establish and operate the TTIC.

Whereas, prior to entering into this MOU, MPD has requested and obtained all requisite approvals of its governing body and otherwise complied with applicable law to enter into this MOU and establish and operate the TTIC.

Whereas, TXDPS, HCSO and MPD agree as follows:

A. Establishment and Operation of the TTIC and HCSO and MPD's duties:

1. Through this MOU and otherwise in accordance with the applicable law for each, HCSO and MPD jointly establish and operate the TTIC as a central repository of real-time intelligence relating to (1) autopsies in which the person's death is likely connected to transnational criminal activity; (2) criminal activity in the counties along the Texas-Mexico border and certain other counties; and (3) other transnational criminal activity in Texas.

2. HCSO and MPD shall establish and operate the TTIC in accordance with this MOU, Section 362.005, Local Gov't Code, Rider 52, and other applicable law.

3. HCSO and MPD shall cooperate with TXDPS in accordance with this MOU, Section 362.005, Local Gov't Code, Rider 52, and other applicable law.

4. HCSO and MPD shall coordinate with each law enforcement agency in a county located along the Texas-Mexico border or in a county that contains a federal checkpoint to assist each such agency in its reporting to the TTIC – specifically, regarding criminal activity in the law enforcement agency's jurisdiction, including details on kidnappings, home invasions, and incidents of impersonation of law enforcement officers.

5. HCSO and MPD shall coordinate with the Texas Alcoholic Beverage Commission (TABC) and the Texas Parks and Wildlife Department (TPWD) to assist each agency in its reporting to the TTIC – specifically, regarding transnational criminal activity in the agency's jurisdiction.

6. HCSO and MPD shall ensure that the intelligence in the TTIC shall be made available to each law enforcement agency in Texas, the TABC and TPWD.

7. MPD shall use all transferred funds solely for the TTIC purposes described in this MOU. No later than thirty (30) calendar days after August 31, 2017, MPD shall report in writing to TXDPS regarding and complete an interagency transfer to TXDPS all unencumbered funds remaining, if any, for deposit by TXDPS in the appropriate fund.

8. No later than the fifth calendar day of the first month of each quarter MPD shall submit to TXDPS a detailed report on all expenditures during the prior quarter of the funds transferred by TXDPS under this MOU and any other information and documentation requested by TXDPS sufficient to meet TXDPS requirements and Texas and other reporting and auditing requirements related to these funds or TTIC operations. In each such quarterly report and also in each ad hoc report requested by TXDPS, MPD shall report all expenditures of TTIC funds detailed by LBB object code, with certification from MPD's Chief Financial Officer that all funds were expended in accordance with this MOU, Section 362.005, Local Gov't Code, Rider 52, and other applicable law.

9. HCSO and MPD shall operate the TTIC in compliance with Section 421.085, Tex. Gov't Code, and rules relating to that section.

B. **TXDPS's duties:**

1. TXDPS shall complete an interagency transfer of Rider 52 appropriated funds in the amount of $2,430,812 to the MPD, for the sole purpose of MPD's and HCSO's use in the establishment and operation of the TTIC from the effective date of this MOU through August 31, 2017 or until such time that all funds are expended. HCSO and MPD shall provide appropriate oversight to ensure funds are used solely for this purpose as provided in this MOU.

C. Effective Date and Term of MOU.

This MOU is effective on the date it is fully executed and will remain in full force and effect until August 31, 2017 unless cancelled in writing by either Party after at least thirty (30) calendar days prior notice to the other Party. HCSO and MPD shall have thirty (30) calendar days after August 31, 2017 to allow for any final administrative issues to be resolved after the return of any funds and final accounting under this MOU.

D. Miscellaneous Provisions.

1. Dispute Resolution. The Parties shall use good-faith efforts to resolve any issues of any nature that may arise under or by this MOU.

2. Funding Limitation. Nothing in this MOU will be construed to create an obligation or liability by TXDPS in excess of the funds actually received by TXDPS. If such funds are not transferred, appropriated or otherwise become unavailable, this MOU may be terminated.

3. Governing Law and Venue. This MOU will be governed and construed in accordance with the laws of the State of Texas. Venue of any suit brought for breach of this MOU will be fixed in any court of competent jurisdiction in Travis County, Texas; provided, however, the foregoing will not be construed as a waiver of sovereign immunity by either Party.

4. Severance. Should any one or more provisions of this MOU be held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) will be construed as severable from the remainder of this MOU and will not affect the validity of all other provisions of this MOU, which will remain of full force and effect.

E. Audit Provisions. Pursuant to Section 2262.154, Tex. Gov't Code:

1. The state auditor may conduct an audit or investigation of the funds transferred by TXDPS under this MOU or otherwise related to the TTIC;

2. Acceptance of funds directly or indirectly under this MOU or otherwise related to TTIC 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;

3. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor shall provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit;

4. Acceptance of funds directly under this MOU or from TTIC acts as acceptance of the authority of TXDPS to conduct an audit or investigation in connection with those funds and shall provide timely access to any information TXDPS considers relevant to the investigation or audit.

F. Records Retention. The Parties shall maintain all documents and other records relating to this MOU for a period of seven (7) years after the end of this MOU, or until a resolution of all audit, investigation or litigation matters which may arise, whichever is later.

G. **Notices.** Any notices under this MOU will be provided by electronic mail, as follows:

MPD: vrodriguez@mcallenpd.net

HCSO: joel.rivera@hidalgoso.org

TXDPS: Dale.Avant@dps.texas.gov

H. **Entire Agreement.** This MOU constitutes the entire agreement of the Parties. No other agreement, statement, or promise that is not contained in this MOU will be binding except by a subsequent written amendment to this MOU signed by both Parties.

Certifications. THE UNDERSIGNED do hereby certify that: (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies, (3) this MOU is not prohibited by Section 771.003(b), Tex. Gov't Code, and (4) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder.

MPD further certifies that it has authority to enter into this MOU.

HCSO further certifies that it has authority to enter into this MOU.

TXDPS further certifies that it has authority to enter into this MOU.

I. This MOU may be altered, modified, or amended only by written agreement properly executed by the duly authorized representatives of all three parties.

J. This MOU may be executed in multiple counterparts, each of which shall be deemed an original. This MOU and modifications, waivers, or amendments thereto may be executed and delivered by electronic mail and such delivery shall constitute the final agreement of the parties.

Texas Department of Public Safety

_____
Steven C. McCraw
Director

Date: _____

City of McAllen, McAllen Police Department

_____
Name:
Title:

Date: _____

County of Hidalgo, Sheriff's Office

_____
Name:
Title:

Date: _____

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

FW: FW: TTIC MOU (AI#56996)

From : Emilia Uriegas <emilia.uriegas@hidalgoso.org> Fri, Oct 21, 2016 10:08 AM
Subject : FW: FW: TTIC MOU (AI#56996)
To : monica badillo <monica.badillo@co.hidalgo.tx.us>

Monica:

Please attach legal review to AI#56996.

Thank you.

Emilia

From: Josephine Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, October 20, 2016 10:16 AM
To: Gabriel Castaneda
Cc: Victor Garza; Mary Cheaney; Selene Chavez
Subject: Re: FW: TTIC MOU

Chief,

I have reviewed the revised agreement and approve as to form.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

****

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

****

AI-57003 **Executive Office** **10. B.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request from St. Joseph Catholic School for the use of the county parking lot on Stubbs and 12th St. (Shady Lawn) on Saturday Nov. 12, 2016 for Annual Turkeyfest Festival from 11:00 a.m. to 7:00 p.m. (to be used for parking only)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

request

INS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2016 11:06 AM
Linda Flores	Linda Flores	10/21/2016 01:11 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM

Form Started By: Monica Badillo Started On: 10/21/2016 10:55 AM

Final Approval Date: 10/21/2016

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

request

From : Elida Paris <eparis@cdobcs.org> Fri, Oct 21, 2016 10:16 AM

Subject : request

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

Monica,
As per our conversation on Friday Oct. 21, 2016 St. Joseph Catholic School would like to request the use of the county parking lot on Stubbs and 12th St. on Saturday Nov. 12, 2016. St. Joseph is hosting its annual Turkeyfest Festival from 11:00 a.m. to 7:00 p.m. We need written authorization issued by the County to provide to the City of Edinburg. A copy of our liability insurance policy listing Hidalgo County will be provided for your records. Please let me know as soon as possible if this will be granted.

Respectfully in Christ,
Elida Paris, Principal

Certificate of Coverage

Date: 10/25/2016

Certificate Holder

Diocese of Brownsville
1910 University Blvd.
PO Box 2279
Brownsville TX 78522-2279

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location

St. Joseph School
119 W. Fay
Edinburg, TX 78539

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability				Each Occurrence	1,000,000
	☑ Occurrence	9007	7/1/2016	7/1/2017	General Aggregate	
	☐ Claims Made				Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregrate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregrate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage is verified for claims arising out of St. Joseph School's Turkeyfest Fundraiser to be held on November 12, 2016.
The National Catholic Risk Retention Group also participates in this coverage through policy #TNCRRG10019.

Holder of Certificate

City of Edinburg
P.O. Box 1079
Edinburg, TX 78539

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative

0261001539

Certificate of Coverage

Date: 10/25/2016

Certificate Holder

Diocese of Brownsville
1910 University Blvd.
PO Box 2279
Brownsville TX 78522-2279

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location

St. Joseph School
119 W. Fay
Edinburg, TX 78539-4533

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability				Each Occurrence	1,000,000
	☑ Occurrence				General Aggregate	
	☐ Claims Made	9007	7/1/2016	7/1/2017	Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregrate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregrate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage is verified for St. Joseph School's Turkeyfest Fundraiser on November 12, 2016.
The National Catholic Risk Retention Group also participates in this coverage through policy #TNCRRG 10019.

Holder of Certificate

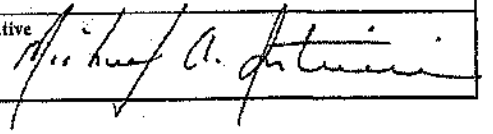
Hidalgo County
100 N. Closner
Edinburg, TX 78539

0261001538

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative



Certificate of Coverage

Date: 10/24/2016

Certificate Holder

Diocese of Brownsville
1910 E Elizabeth Street
PO Box 2279
Brownsville TX 78522-2279

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location

ST JOSEPH SCHOOL
119 W FAY
EDINBURG, TX 78539-4533

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability				Each Occurrence	1,000,000
	☑ Occurrence	9007	7/1/2016	7/1/2017	General Aggregate	
	☐ Claims Made				Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregrate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregrate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage is verified for claims arising out of St Joseph School's Turkeyfest Fundraiser to be held on November 12, 2016.
The National Catholic Risk Retention Group also participates in this coverage through policy #TNCRRG 10019.

Holder of Certificate

Gateway Printing
315 S. Closner Ave.
Edinburg, TX 78539

0261001537

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative

AI-56929 **Executive Office** **10. C.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept a settlement check from AXIS Surplus Insurance Company in the amount of $25,528.46 and a settlement check from Cramer Johnson Wiggins & Associates in the amount of $25,528.46 to settle storm damages to County property during the Weather Event of May 31, 2016.

BACKGROUND

DOL: May 31, 2015

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

BUDGETARY IMPACT:

CK 169731 10/07/16

Attachments

AXIS Surplus Ins. Co & Cramer Johnson Wiggins & Assoc Settlement Checks

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Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/18/2016 05:01 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Aida Alvarez		Started On: 10/18/2016 02:51 PM
Final Approval Date: 10/21/2016		

AXIS Surplus Insurance Company
11680 Great Oaks Way
Suite 500
Alpharetta, GA 30022

Check #:	169731
Check Date:	10/07/2016
Writing Company:	BR6-CWS
Check Amount:	$25,528.46

HIDALGO COUNTY
ATTN: LAURO TORRES
COUNTY OF HIDALGO EXECUTIVE OFFICE
9805 N. 10TH STREET
MCALLEN, TX 78504

Policy #	Claim #	Insured	Item #	Amount
790638/01/2015/0000	124350	HIDALGO COUNTY		25,528.46

Reason: AXIS share of 2nd payment for wind damages from CAT 1633 to various locations in Hidalgo County which occurred on or about May 31, 2016

Sub-total (page):	25,528.46
Total:	25,528.46

THE FACE OF THIS DOCUMENT IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK

AXIS Surplus Insurance Company
11680 Great Oaks Way
Suite 500
Alpharetta, GA 30022

Wachovia-7987
One South Broad Street
Mail Code 4135
Philadelphia, PA 19107

NO. 169731
10/07/2016

64-975
612

AMOUNT
$ ******25,528.46

PAY *Twenty five thousand five hundred twenty eight and 46/100 Dollars*

TO THE ORDER OF

HIDALGO COUNTY

⑈0000169731⑈ ⑆061209756⑆ 20799000879871⑈

SWORN STATEMENT IN PROOF OF LOSS

$ 2,500,000 p/o $10,000,000
AMOUNT OF COVERAGE AT TIME OF LOSS

EAF790638/15
POLICY NUMBERS

12/31/2015
COVERAGE EFFECTIVE DATE

ATL124350
CLAIM NUMBER

12/31/2016
COVERAGE EXPIRATION DATE

To Axis Surplus 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, $ 2,500,000 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. **The Whole Loss and Damage** was . . . . . $90,528.19 p/o 362,072.76
8. **Less Amount of Remaining Recoverable Depreciation** . . . . . **$2,489.73 p/o 9,958.92**
9. **The ACV Amount Claimed was** . . . . . **$88,028.46 p/o 352,113.84**
10. **Less Deductible & Prior Payments** . . . . . **$62,500 p/o 250,000**
11. **The Amount Claimed under the above numbered policy is** . . . . . **$25,528.46 p/o 102,113.84**
12. **Supplement Claim to be filed in accordance with the terms and conditions of the policy is** . . . **$2,489.73 p/o 9,958.92**

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 Texas

County of Hidalgo

Authorized Representative of Hidalgo County

Subscribed and sworn to before me this 30th day of September, 2016.

MONICA BADILLO NOTARY PUBLIC STATE OF TEXAS EXPIRES 04/21/2019

Notary Public

A-PROOF OF LOSS

POLICY NUMBER 10T029659058481500
CJW CLAIM NO. 4131084
CAT
DATE OF LOSS 05/31/2016
AMOUNT $25,528.46
INSURED HIDALGO COUNTY
ADJUSTER Gregory Cusick

VENDOR#

MAIL TO HIDALGO COUNTY
9805 NORTH 10TH STREET
MCALLEN TX 78504

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Cramer Johnson Wiggins & Assoc.
on Behalf of AmRisc, LP
1420 EDGEWATER DRIVE
ORLANDO, FL 32804

AmRisc, LP

Fifth Third Bank
1401 Lee Road
Orlando, Florida 32860

63-993/631
11

CHECK NUMBER 11050

CLAIM NO.	INSURED	DATE OF LOSS	POLICY NUMBER	DATE ISSUED
4131084	HIDALGO COUNTY	05/31/2016	10T029659058481500	10/08/2016

FOR: BLDG-ACV

VOID AFTER 90 DAYS

PAY: Twenty Five Thousand Five Hundred Twenty Eight & 46/100 Dollars

AMOUNT
$25,528.46

PAY TO THE ORDER OF HIDALGO COUNTY

RUB RED IMAGE REACTIVES WITH HEAT

AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

⑈011050⑈ ⑆063109935⑆ 744220665?⑈

SWORN STATEMENT IN PROOF OF LOSS

$ 2,500,000 p/o $10,000,000
AMOUNT OF COVERAGE AT TIME OF LOSS

AMR-54687, AMP7529813-00, MSP-21701, CPP0167984
10T029659-05848-15-00, USI-18136-00,7DA3CM0005553-00
POLICY NUMBERS

12/31/2015
COVERAGE EFFECTIVE DATE

4131084
CLAIM NUMBER

12/31/2016
COVERAGE EXPIRATION DATE

To Certain Underwriters at Lloyd's, London, Indian Harbor Insurance Company, QBE Specialty Insurance Company, Steadfast Insurance Company, General Security Indemnity Company of Arizona, United Specialty Insurance Company, and Princeton Excess and Surplus Lines 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, $ 2,500,000 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. **The Whole Loss and Damage** was . . . . . $90,528.19 p/o 362,072.76

8. Less Amount of Remaining Recoverable Depreciation	**$2,489.73 p/o 9,958.92**
9. The ACV Amount Claimed was	**$88,028.46 p/o 352,113.84**
10. Less Deductible & Prior Payments	**$62,500 p/o 250,000**
11. The Amount Claimed under the above numbered policy is	**$25,528.46 p/o 102,113.84**
12. Supplement Claim to be filed in accordance with the terms and conditions of the policy is . . .	**$2,489.73 p/o 9,958.92**

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 Texas

County of Hidalgo

Authorized Representative of Hidalgo County

Subscribed and sworn to before me this 30th day of September, 2016

Monica Badillo
Notary Public

MONICA BADILLO NOTARY PUBLIC STATE OF TEXAS EXPIRES 04/21/2019

A-PROOF OF LOSS

AI-56904 **Juvenile Probation Department** **11. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Buddy Silva, JUVENILE PROBATION

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: JUVENILE PROBATION

Information

CAPTION

Approval of Interlocal Agreement between McAllen ISD and Hidalgo County acting by and through its Juvenile Probation Department (for meal prep services for students of JJAEP)

BACKGROUND

For meal prep services to students of Juvenile Justice Alternative Education Program (JJAEP)

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:**

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

BUDGETARY IMPACT:

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-423-74-330-001-0-630

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

BUDGETARY IMPACT:

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/17/2016 03:26 PM
Final Approval	Veronica Ortiz	10/21/2016 04:42 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Monica Badillo		Started On: 10/17/2016 10:56 AM
Final Approval Date: 10/21/2016		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN MCALLEN INDEPENDENT SCHOOL DISTRICT AND HIDALGO COUNTY ACTING BY AND THROUGH ITS JUVENILE PROBATION DEPARTMENT

THIS Agreement, is entered into this 12th day of September, 2016, by and between The McAllen Independent School District hereinafter referred to as "District," and Hidalgo County acting by and through its Juvenile Probation Department, Texas hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, THE County administers the Hidalgo County Juvenile Justice Alternative Education Program ("JJAEP") for the geographic area in which District is located and District desires to provide goods and services for JJAEP; and

WHEREAS, District is of the opinion that participation in the provisions of goods and Services to JJAEP will be highly beneficial to the taxpayers of District through the efficiencies and potential savings to be realized; and

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

1. **Purpose.** This Interlocal Agreement is entered into by and between District and County for the purpose of preparing meals (breakfast and lunch), under sanitary conditions, using good quality foods to be provided to the students of JJAEP, located at 3017 S. 10th McAllen, Texas 78503.

2. **National School Lunch Requirements.** The food prepared will meet the requirements for the National School Lunch Program (hereinafter referred to a "NSLP"). The meals will be planned according to USDA guidelines. District reserves the right to determine portion sizes and contents; however, compliance issues with the NSLP will the sole responsibility of County and not District.

3. **Cost.** District shall prepare and package breakfast and lunch to be delivered to County or its designee for the 2016-2017 school year at the cost listed below. If significant changes in costs for the meal service occur, the cost of the meal will be re-evaluated and County will be given a thirty-day notice before costs are adjusted. Any cost adjustments will be initiated solely at the discretion of the District. District shall invoice County for all meals delivered to JJAEP each month at the following unit cost:

Breakfast	$2.50	Lunch	$4.00

4. **Term**.

4.1 The term of the Agreement shall be for one (1) year, beginning September 12th, 2016, and terminating September 11th , 2017.

4.2 This Interlocal Agreement shall be renewed for two (2) additional one (1) year terms, unless either party notifies the other of its intent not renew within sixty (60) days of the expiration date of this Agreement.

4.3 Either party may terminate this Agreement with or without cause by giving thirty (30) days notice in writing of the intent to terminate. Said notice shall be delivered in person or by regular mail.

5. **Meals Per District's School Calendar.** District shall provide County with a school calendar of its days of operation. Meals will be provided to the County on District's school days only. District shall not be required to provide food services on days that it is not in operation. County shall notify District at least (30) days in advance of its beginning and ending dates, workdays, holidays and any other days that would affect meal service.

6. **Methods of Operation.**

6.1 District shall base the menu components and portions for meals on USDA School Lunch Patterns. Meals provided by District to County shall meet this requirement but District is not responsible for compliance of these requirements.

6.2 If a menu item is unacceptable, a written request for a change in menu shall be submitted to District's Director of Food Service at least (30) days in advance. These requests will be honored when possible, and so long as it does not disrupt the meals prepared and delivered to all other schools of District.

6.3 By 9:00 a.m. County designee shall telephone the manager or designated contact person of the school preparing the meals and order the exact number of required for lunches for same day and the required breakfasts for the following day. District shall prepare lunch no later than 11:00 a.m.

6.4 District's Office of the Child Nutrition will provide County with a Daily Receiving Report and a Food Production Record Sheet signed by District's catering manager. Upon receiving the food, County's authorized person shall sign the Daily Receiving Report and a Food Production Record Sheet.

6.5 District's office of the Child Nutrition will bill according to the number of meals ordered, not served. County shall make payments within thirty (30) days after receipt of the statement.

6.6 County or its designee shall be responsible for all paperwork, including but not limited to, point of sale accountability, production record sheets, daily meals counts and money received from NSLP.

7. **Notices.** 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. Any and all notices required to be given under the terms and conditions of this Agreement shall be delivered to the following addresses:

If to District:
McAllen Independent School District
Attention: Dr. Jay Gonzalez
2000 N. 23rd Street
McAllen, Texas 78501
Phone: 618-6000
Facsimile: (956) 631-7206

If to County:
Chief Israel "Buddy" Silva
Hidalgo County Juvenile Probation Department
1001 N. Doolittle
Edinburg, Texas 78539
Phone: (956) 381-8600
Facsimile: (956) 383-4280

8. **Conflict with Applicable Law.** Nothing in this agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of 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.

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

10. **Entire Agreement.** This Agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 District and County, and not otherwise.

11. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created

hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

12. **Additional Documents.** The parties hereto convenant and agree that they will execute such other and further instruments and documents as are or may become necessary or may become convenient to effectuate and carry out the terms of the Agreement.

13. **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.

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

15. **Heading.** 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.

16. **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.

17. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

18. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

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

EXECUTED this the 12th day of September 2016.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, County Clerk

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

By:_____
Israel "Buddy Silva, Jr., Director and
Chief Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By:_____
Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

McALLEN INDEPENDENT SCHOOL DISTRICT

By:_____
Sam Saldivar Jr. President – Board of Trustees

APPROVED AS TO FORM:
ATLAS, HALL, & RODRIGUEZ, LLC

BY:_____
STEPHEN L. CRAIN

ATTEST:

By:_____

AI-56860 **Fire Marshal's Office** **12. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Elizabeth Castro, FIRE MARSHAL'S DEPT.

Submitted By: Elizabeth Castro, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal: Acceptance and approval to reimburse Elizabeth Castro in the amount of $101.75 for notary stamp renewal (requisition 00307729) with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-422-10-300-001-0-520

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

BUDGETARY IMPACT:

Funds available after approval of Line Item transfer in AI-56859

Attachments

Invoice 000842565-01

Purchase Affifavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/13/2016 09:46 AM
Final Approval	Veronica Ortiz	10/13/2016 09:47 AM
Budget & Management	Veronica Ortiz	10/13/2016 09:47 AM
Form Started By: Elizabeth Castro		Started On: 10/11/2016 03:37 PM
Final Approval Date: 10/13/2016		

Notary Public
UNDERWRITERS AGENCY OF TEXAS

P. O. Box 140106
Austin, TX 78714-0106
800.821.0822
Fed. ID# 75-2183196

RECEIVED
SEP 30 2016
Hidalgo County
Fire Marshal's Office

INVOICE

INVOICE DATE	INVOICE NO.
09/30/16	000842565-01

Elizabeth Sweet Castro
1429 Old Ridge Road
Pharr, TX 78577

DATE ORDERED	PURCHASE ORDER NO.	ORDER IS FOR	TERMS
09/27/16		Elizabeth Sweet Castro	DUE UPON RECEIPT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	1 - State Filing Fee - Texas	21.00	21.00
1	30 - Notary Public Bond	50.00	50.00
1	416 - P4 Rectangular SI Stamp	19.50	19.50
1	60 - Record Book	5.25	5.25
1	42 - Shipping/Handling	6.00	6.00

INVOICE TOTAL	101.75
PAID	101.75
Balance Due	0.00

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **Elizabeth S. Castro,** do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
00842565-01	09/30/2016	$101.75	Notary Public Underwriters Agency of Texas
TOTAL		$101.75	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: Elizabeth Castro

TITLE: Administrative Assistant
PERSON MAKING PURCHASE

Before me ALFREDO ZAMARRIPA, a Notary Public, appeared ELIZABETH S. CASTRO and on HER oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. H___ / SHE further stated h___ / sHE requested payment of the same.

(SEAL) Alfredo Zamarripa Notary Public Comm. Exp. November 16, 2019

Alfredo Zamarripa
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 01/01/2001

AI-56893 **Human Resources** **13. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Nereida Garza, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Approval to waive the year 2017 contribution/donation of sick leave hours to the Sick Leave Pool for currently enrolled participants due to current balance. Employees not currently enrolled and who wish to enroll must contribute sick leave hours as per the Sick Leave Policy.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/13/2016 02:50 PM
Final Approval	Veronica Ortiz	10/13/2016 02:51 PM
Budget & Management	Veronica Ortiz	10/13/2016 02:52 PM
Form Started By: Nereida Garza		Started On: 10/13/2016 01:32 PM
Final Approval Date: 10/13/2016		

AI-57000 **Human Resources** **13. B.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Jail Commissary (2102):
1. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 10/31/2016:

Action	Department	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Create	280-015	0017	Detention Officer Step I	$0.00	$32,305.00
Delete	280-015	0008	Clerk III	$26,958.00	$0.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-2102-423-21-280-015-0-XXX

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

BUDGETARY IMPACT:

Attachments

Fiscal Note
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2016 02:25 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Diana Munoz		Started On: 10/21/2016 09:49 AM
Final Approval Date: 10/21/2016		

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: **Tuesday, October 25, 2016**

Agenda Item: **57000**

Summary of request/proposal:
Jail Commissary (2102)-
Approval of the following personnel actions, effective 10/31/16 :

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
2102	Detention Officer Step I	0017	113	0.00	32,305.00	32,305.00
2102	Clerk III	0008	113	26,958.00	0.00	(26,958.00)
				26,958.00	32,305.00	5,347.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-2102-423-21-280-015-0-	113	JAIL COMMISSARY-	REGULAR FULL TIME	$921.90
6-2102-423-21-280-015-0-	211	JAIL COMMISSARY-	HEALTH INSURANCE	$0.00
6-2102-423-21-280-015-0-	212	JAIL COMMISSARY-	LIFE INSURANCE	$0.00
6-2102-423-21-280-015-0-	220	JAIL COMMISSARY-	FICA	$70.53
6-2102-423-21-280-015-0-	230	JAIL COMMISSARY-	RETIREMENT	$103.71
6-2102-423-21-280-015-0-	250	JAIL COMMISSARY-	UNEMPLOYMENT COMP	$5.53
6-2102-423-21-280-015-0-	260	JAIL COMMISSARY-	WORKER'S COMP	$1.94
			2016 Budgetary Impact	$1,103.61

2017 Budgetary Impact: $6,412.66

Possible Funding Sources: **Funds available from within Department's budget.**

Comments:

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 20 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280-015 (Jail Commissary) **DATE:** 10-19-2016

CURRENT POSITION TITLE: CLERK III **CURRENT SLOT. #:** 015-008

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ ~~26,794.00~~ 26,958.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (~~26,794~~.00) (24,958.00) (Net Change) Dm

Position to be funded from one of the following:

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

☑ Other Funds to create new Commissary Detention Officer slot

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

Position will be delete as part of re-organization

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	10/19/16 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	10/21/2016 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	10/25/2016 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 20 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280-015 (Jail Commissary) **DATE:** 10-19-2016

CURRENT POSITION TITLE: ~~COMMISSARY DETENTION OFFICER~~ DM PR **CURRENT SLOT. #:** 0017

REQUESTED POSITION TITLE: ~~Commissary~~ Detentim officer Step I
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ Ø (Current Budgeted Salary) $ 32,305.00 (Proposed Budgeted Salary) $ 32,305.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Fundings from deleted slot #015-008 and from the Jail Bank Account.

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

Re-organization of personnel, funded from deleted position and Jail Commissary Account.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	10/19/16 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	10/21/2016 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	10/25/2016 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY SHERIFF'S OFFICE

COMMISSARY DETENTION OFFICER

GENERAL DESCRIPTION

Provides corrections service during the distribution of commissary while maintaining the safety and security of inmates and the public in a County corrections facility or program. Performs complex (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, purchasing and accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents and/or stock and inventory, and maintaining files; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Conduct inspections, shakedowns and physical check of inmates and the public, as it relates to commissary activities

Completes, checks and processes official papers and documents

Conducts safety inspections and inspections of fire exits and equipment

Provides informal counseling to inmates

Intervenes and resolves crisis situations such as fights and medical emergencies

Supervises work performed by inmates as part of daily commissary functions

Supervises distribution of commissary items to inmates

Assists with personal needs of inmates, such as telephone calls, mail, laundry, visits and commissary

Monitors and assists visitors

Keeps records of incidents and activities during shift

May be assigned to train new officers in procedural aspects of the job

May respond to inmate request forms

Receives, stores, and issues stock items

May inspect merchandise for quality and compliance with specifications

May deliver or pick up documents, supplies, equipment, or materials

May receive and forward payments to the appropriate agency staff

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

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

Certificates, Licenses, & Registration

Applicant must, at the time of appointment to the position, meet the minimum age requirement for Basic Certification as a Jailer from the Texas Commission of Law Enforcement

Applicant must, within one (1) year of appointment to the position, obtain and thereafter maintain a Basic Certification as a Jailer from the Texas Commission of Law Enforcement

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

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

Knowledge, Skills, and Abilities

Knowledge of laws, departmental policies, rules, regulations, instructions and correctional literature regarding the custody of persons

Knowledge of state purchasing policies and procedures

Ability to make arithmetic computations; to prepare and maintain records, files, and reports; and to transfer stock from one location to another

Ability to understand and follow oral instructions

Ability to write clear and concise reports and to maintain complete records as required

Ability to meet established physical standards

Ability to establish and maintain effective working relationships with other County employees and officials, inmates and the public

Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department

Basic Mathematic Skills:

Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division

Ability to use decimals and percentages in solving such problems

Language Skills:

Ability to speak read and write in the English language

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to speak effectively before groups of people and organizations

Ability to also speak and write in Spanish preferred

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form

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 frequently required to stand, walk and talk or hear. The employee is occasionally required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; stoop, kneel, crouch or crawl. Employee subdues and restrains uncooperative inmates, runs, climbs stairs, pushes heavy doors, handles and distributes heavy food/drink containers.

The employee must regularly lift and/or move up to 10 pounds, occasionally lift and/or move up to 25 pounds and, in emergency situations, lift persons with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Employee utilizes all visual abilities to keep and maintain control of the inmates.

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee frequently works near moving mechanical parts such as doors and gates throughout the jail. The employee is occasionally exposed to fumes or airborne particles.

The noise level in the work environment ranges from moderate to loud.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-56857 **Health & Human Services Dept.** **14. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to increase change fund for Health & Human Services Department Clinics in accordance with Texas Local Government Code 130.902:

Clinic	Location	Current Change Fund	Increase	Total Change Fund
Edinburg	3105 E. Richardson	$25.00	$25.00	$50.00
Elsa	708 Edinburg St	$25.00	$25.00	$50.00
Hidalgo	702 E. Texano Dr.	$25.00	$25.00	$50.00
McAllen	300 E. Hackberry	$25.00	$25.00	$50.00
Mission	211 N. Schuerback	$25.00	$25.00	$50.00
Pharr	300 W. Hall Acres	$25.00	$25.00	$50.00
Weslaco	1901 N. Bridge	$25.00	$25.00	$50.00
	Totals	$175.00	$175.00	$350.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:**

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

BUDGETARY IMPACT:

Attachments

Memo

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/11/2016 02:40 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Mike Escaname		Started On: 10/11/2016 02:16 PM

Final Approval Date: 10/21/2016

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

September 7, 2016

Received
Central Office
SEP 12 2016

Mr. Eduardo Olivarez, Chief Administrative Officer
Hidalgo County Health and Human Services Department
1304 S. 25th Street
Edinburg, Texas 78539

Ref: Request for Change Fund for Health Clinics
Local Government Code Section 130.902

Dear Mr. Olivarez:

We have reviewed your request and have approved the increase from $25.00 to $50.00 (net increase 175.00) to the change fund for each of the Hidalgo County Health Clinics, with the exception of the Pulmonary Clinic. The amount of collections generated from the Pulmonary Health Clinic does not merit a change fund increase. According to our records, the last receipt that was issued at the Pulmonary Clinic dates back to July 2, 2014. The change fund will be distributed as stated on your letter dated August 30, 2016, omitting the Pulmonary Health Clinic.

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

Please submit this letter to Commissioner's Court requesting the change fund to be increased from $25.00 to $50.00 ($175.00.00 increase). Once Commissioner's Court approves the net increase of $175.00, please request a check from the Hidalgo County Auditor's- Accounts Payable Division to be made payable to "Eduardo Olivarez , Chief Administrative Office, Hidalgo County Health and Human Services Department".

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

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

Respectfully,

Ray Enfracio, CPA
Hidalgo County Auditor

HIDALGO COUNTY DISTRICT JUDGES

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

Hidalgo County Health and Human Services Department

1304 S. 25th Ave. • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

Memorandum

To: Ray Eufracio CPA, County Auditor

From: Eduardo Olivarez, Chief Administrative Officer 8-29-16

Date: August 30, 2016

Re: Request for Increase to Change Fund

Pursuant to Local Government Code Section 130.902, I am hereby requesting approval to increase the amount of change fund at the following Health & Human Services Department clinics:

Clinic	Clinic Location	Current Change Fund	Increase	Total Change Fund
Edinburg	3105 E. Richardson Edinburg, TX	$25.00	$25.00	$50.00
Elsa	708 Edinburg St. Elsa, TX	$25.00	$25.00	$50.00
Hidalgo	702 E. Texano Dr. Hidalgo, TX	$25.00	$25.00	$50.00
McAllen	300 E. Hackberry	$25.00	$25.00	$50.00
Mission	211 N. Schuerbach Mission, TX	$25.00	$25.00	$50.00
Pharr	300 W. Hall Acres	$25.00	$25.00	$50.00
Weslaco	1901 N. Bridge Weslaco, TX	$25.00	$25.00	$50.00
Pulmonary	1304 S. 25th St Edinburg, TX	$25.00	$25.00	$50.00
		Totals	$200.00	$400.00

The increase in change fund will alleviate issues with not having adequate change for clients.

If you have any questions or require additional information, please advise.

Thank you.

AI-56786 **Health & Human Services Dept.** **14. B.**

CC - REGULAR

Meeting Date: 10/25/2016

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 accept the Homeland Security Grant Program - Regionally Ready and Responsive Award No. 3114901 from the Office of the Governor for the period of 09/01/2016 through 03/31/2017.
2. Requesting approval of the Certification of Revenue in the amount of $21,300.00.
3. Requesting approval of the budget appropriation in the amount of $21,300.00.

BACKGROUND

01/19/2016 - AI-52924 - Approval to submit SHSP grant application.
03/07/2016 - AI-53540 - Approval of resolution.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1293-441-00-340-067-7-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

Grant Award
Budget Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/11/2016 01:40 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Mike Escaname		Started On: 10/06/2016 11:24 AM
Final Approval Date: 10/21/2016		

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3114901	**Award Amount:**	$21,300.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 03/31/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	06/29/2017	**Total Project Cost:**	$21,300.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Regionally Ready and Responsive (Public Health)		
Grant Manager:	Helen Martinez		
DUNS Number:	103110834		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	8/6/2016
Federal/State Award ID Number:	EMW-2016-SS-00056
Total Federal Award/State	$80,593,000.00

Funds Appropriated:	
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Other Condition of Funding. 06CC-03-SATB Phone, Satellite Base - needs to be addressed. This is not the correct AEL but applicant needs to research more to determine which one to use.	4/15/2016	8/8/2016	☐	☑
Interoperability Standards COG Review: Any communications equipment or technologies purchased must comply with the interoperability standards established within the agency's region. Documentation certifying compliance with these standards must be obtained from your Council of Governments (COG). Please upload into eGrants a certification statement (email or letter) from your COG that indicates the communications equipment you intend to purchase is compliant with the region's interoperability standards.	8/8/2016		☐	☑
Please be advised that OOG has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and Clicking on the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.	4/15/2016		☐	☐

Print This Page

Agency Name: Hidalgo County
Grant/App: 3114901 **Start Date:** 9/1/2016 **End Date:** 3/31/2017

Project Title: Hidalgo County Regionally Ready and Responsive (Public Health)
Status: Pending AO Acceptance of Award

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	03OE-03-SIGN Signs	AEL CODE: 030E -03-SIGN - Portable Trailer with LED signage Trailer and Illuminated signage will be used during emergency and disaster response to help assist citizens and first to responders to safe zones during terroristic events and other disasters. The trailer with the signage will be housed at the Hidalgo County Health and Human Services Department's main facility within the internal warehouse. This facility is secured by video surveillance to ensure the utmost level of protection to equipment and resources.	$20,670.00	$0.00	$0.00	$0.00	$20,670.00	1
Equipment	06CP-02-BRDG Equipment, Bridging/Patching/Gateway	AEL CODE: 06CP-02-BRDG Interoperable bridging equipment	$630.00	$0.00	$0.00	$0.00	$630.00	1

DATE: October 25, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-00-340-067-7-XXX HSGP

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 -
SUPPLIES		
6-1293-441-00-340-067-7-660	HSGP - Furnishings & Equipment - Controlled	$ 630.00
EQUIPMENT		
6-1293-441-00-340-067-7-751	HSGP - Machinery & Equipment	$ 20,670.00
	TOTAL APPROPRIATION	$ 21,300.00
6-1293-331-12-340-067-7-000	HSGP - Revenue	$ 21,300.00
	TOTAL APPROPRIATION	$ 21,300.00

REASON: To appropriate the HSGP - Regionally Ready & Responsive program funding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C(DATE ATTEST CO. CLERK

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

October 21, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$21,300.0	Grant No. 3114901 HS-Homeland Security Grant Program (HSGP)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor
Ray Eufracio, CPA
Hidalgo County Auditor

10-24-16
Date

Minerva Diaz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Tuesday, October 11, 2016 1:09 PM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - $21,300 - Homeland Security
Attachments: Statement of Award No. 3114901 102516.pdf; AI-56786 Acceptance of Grant Award 102516.pdf

Minerva,

I'd appreciate if you can arrange for a Certification of Revenue in the amount of $21,300.00. We will present AI-56786 to CC on 10/25/16 for grant award acceptance.

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-56786 **Health & Human Services Dept.** **15. B.**

CC - REGULAR

Meeting Date: 10/25/2016

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 accept the Homeland Security Grant Program - Regionally Ready and Responsive Award No. 3114901 from the Office of the Governor for the period of 09/01/2016 through 03/31/2017.
2. Requesting approval of the Certification of Revenue in the amount of $21,300.00.
3. Requesting approval of the budget appropriation in the amount of $21,300.00.

BACKGROUND

01/19/2016 - AI-52924 - Approval to submit SHSP grant application.
03/07/2016 - AI-53540 - Approval of resolution.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1293-441-00-340-067-7-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

Grant Award

Budget Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/11/2016 01:40 PM
Final Approval		
Form Started By: Mike Escaname		Started On: 10/06/2016 11:24 AM

DATE: October 25, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-00-340-067-7-XXX HSGP

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

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EQUIPMENT		
6-1293-441-00-340-067-7-751	HSGP - Machinery & Equipment	$ 20,670.00
	TOTAL APPROPRIATION	$ 21,300.00
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	TOTAL APPROPRIATION	$ 21,300.00

REASON: To appropriate the HSGP - Regionally Ready & Responsive program funding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C(DATE ATTEST CO. CLERK

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Camille Cain
Executive Director
Criminal Justice Division

Statement of Grant Award (SOGA)

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The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

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Grant Number:	3114901	**Award Amount:**	$21,300.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 03/31/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	06/29/2017	**Total Project Cost:**	$21,300.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Regionally Ready and Responsive (Public Health)		
Grant Manager:	Helen Martinez		
DUNS Number:	103110834		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	8/6/2016
Federal/State Award ID Number:	EMW-2016-SS-00056
Total Federal Award/State	$80,593,000.00

Print This Page

Agency Name: Hidalgo County
Grant/App: 3114901 **Start Date:** 9/1/2016 **End Date:** 3/31/2017

Project Title: Hidalgo County Regionally Ready and Responsive (Public Health)
Status: Pending AO Acceptance of Award

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	03OE-03-SIGN Signs	AEL CODE: 030E -03-SIGN - Portable Trailer with LED signage Trailer and Illuminated signage will be used during emergency and disaster response to help assist citizens and first to responders to safe zones during terroristic events and other disasters. The trailer with the signage will be housed at the Hidalgo County Health and Human Services Department's main facility within the internal warehouse. This facility is secured by video surveillance to ensure the utmost level of protection to equipment and resources.	$20,670.00	$0.00	$0.00	$0.00	$20,670.00	1
Equipment	06CP-02-BRDG Equipment, Bridging/Patching/Gateway	AEL CODE: 06CP-02-BRDG Interoperable bridging equipment	$630.00	$0.00	$0.00	$0.00	$630.00	1

Funds Appropriated:	
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Other Condition of Funding. 06CC-03-SATB Phone, Satellite Base - needs to be addressed. This is not the correct AEL but applicant needs to research more to determine which one to use.	4/15/2016	8/8/2016	☐	☑
Interoperability Standards COG Review: Any communications equipment or technologies purchased must comply with the interoperability standards established within the agency's region. Documentation certifying compliance with these standards must be obtained from your Council of Governments (COG). Please upload into eGrants a certification statement (email or letter) from your COG that indicates the communications equipment you intend to purchase is compliant with the region's interoperability standards.	8/8/2016		☐	☑
Please be advised that OOG has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and Clicking on the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.	4/15/2016		☐	☐

AI-56856 **Health & Human Services Dept.** **14. C.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit a contract amendment request to the Department of State Health Services to amend contract #2016-001417-01 TB/PC State for the purpose of reallocating available funds.

BACKGROUND

08/09/16 - AI-55564 - Acceptance of TB/PC State FY 17 grant contract.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1293-441-10-340-008-6-XXX

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

BUDGETARY IMPACT:

No change to local match.
Available funds are from a proposal to delete a slot; Pending approval from DSHS.

Attachments

Request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/11/2016 01:51 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Mike Escaname		Started On: 10/11/2016 01:31 PM
Final Approval Date: 10/21/2016		

HIDALGO COUNTY
TB / PC State
2016-001417-01

Budget Categories	DSHS Approved Funds	Cash Match	Category Total	Change Requested	DSHS Revised Requested Budget
Personnel	444,127.00	88,604.00	532,731.00	(19,313.00)	424,814.00
Fringe Benefits	161,396.00	32,199.00	193,595.00	(7,019.00)	154,377.00
Travel	-	-	-	2,700.00	2,700.00
Equipment	-	-	-	-	-
Supplies	38.00	309.00	347.00	16,632.00	16,670.00
Contractual	-	-	-		-
Other	-	-	-	7,000.00	7,000.00
Total Direct Costs	**605,561.00**	**121,112.00**	**726,673.00**	**-**	**605,561.00**
Indirect Costs	-	-			
Totals	**605,561.00**	**121,112.00**	**726,673.00**	**-**	**605,561.00**

Prepared by:
HCHHSD 10/12/16

AI-56874 **Health & Human Services Dept.** **14. D.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit a contract amendment request to the Department of State Health Services to amend contract #2016-001052-00 RLSS/LPHS for the purpose of reallocating available funds.

BACKGROUND

08/18/15 - AI-50712 - Acceptance of RLSS / LPHS FY 16 grant contract.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1293-441-00-340-006-6-XXX

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

BUDGETARY IMPACT:

Available funds are from vacant slot to be deleted.

Attachments

Amend Request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/13/2016 09:03 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Mike Escaname		Started On: 10/12/2016 01:14 PM
Final Approval Date: 10/21/2016		

HIDALGO COUNTY
RLSS / LPHS
2016-001052-00

Budget Categories	DSHS Approved Funds	Cash Match	Category Total	Change Requested	DSHS Revised Requested Budget
Personnel	137,153.00	-	137,153.00	(9,943.00)	127,210.00
Fringe Benefits	49,210.00	-	49,210.00	(1,786.00)	47,424.00
Travel	1,208.00	-	1,208.00	-	1,208.00
Equipment	7,500.00	-	7,500.00	-	7,500.00
Supplies	8,235.00	-	8,235.00	11,729.00	19,964.00
Contractual	-	-	-	-	-
Other	1,500.00	-	1,500.00	-	1,500.00
Total Direct Cost	**204,806.00**	**-**	**204,806.00**	**-**	**204,806.00**
Indirect Costs	-	-			
Totals	**204,806.00**	**-**	**204,806.00**	**-**	**204,806.00**

Prepared by:
HCHHSD
10/13/2016

AI-56940 **Adult Probation** **15. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Court Grant (1289) / District Attorney (1100):
1. Approval to accept the DWI Court grant from the Office of Governor(Criminal Justice Division) in the amount of $166,527.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the DWI Court Grant.
3. Approval of appropriation of funds in the amount of $166,527.00.
4. Approval to authorize the decrease of supplemental pay allowance for the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
127531	Criminal DA (080-002)	0026	Assistant District Attorney IV	$9,730.00	$9,690.00

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

Veterans Court Grant (1289):
1. Approval to accept the Veterans Court grant from the Office of Governor(Criminal Justice Division) in the amount of $95,627.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Veterans Court Grant.
3. Approval of appropriation of funds in the amount of $95,627.00.

Residential Substance Abuse Treatment - (RSAT) (1289):
1. Approval to accept the RSAT grant from the Office of Governor(Criminal Justice

Division) in the amout of $201,230.18 for the grant period of 10/1/16 thru 6/30/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the RSAT Grant.
3. Approval of appropriation of funds in the amount of $150,922.64 and the cash match of $50,307.54 for a total of $201,230.18.

Re-Entry Court Grant (1289) / Public Defender / DA's (1100):
1. Approval to accept the Reentry Court grant from the Office of Governor(Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Reentry Court Grant.
3. Approval of appropriation of funds in the amount of $150,000.00.
4. Approval to authorize the decrease of supplemental pay for the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
120227	Public Defender (085-003)	0003	Chief Public Defender	$9,820.00	$9,770.00
077917	Criminal DA (080-002)	0013	Assistant District Attorney IV	$9,800.00	$9,750.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court action.

Misd DWI Court Program Grant (1289) / Public Defender / DA's (1100):
1. Approval to accept the Misd DWI Court grant from the Office of Governor(Criminal Justice Division) in the amount of $224,302.05 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Misd DWI Court Grant.
3. Approval of appropriation of funds in the amount of $224,302.05.
4. Approval to authorize the decrease of supplemental pay for the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
155179	Public Defender (085-003)	0004	First Assistant Public Defender	$9,850.00	$9,820.00

207446	Criminal DA (080-002)	0009	Assistant District Attorney III	$9,750.00	$9,700.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court action.

Mental Health Court Grant (1289) / Public Defender (1100):
1. Approval to accept the Mental Health Court grant from the Office of Governor(Criminal Justice Division) in the amount of $363,600.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Mental Health Court Grant.
3. Approval of appropriation of funds in the amount of $363,600.00.
4. Approval to authorize supplemental pay allowance to the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Proposed Allowance Amount
160954	Public Defender (085-003)	0019	Public Defender III	$9,740.00

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

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

PAYMENT OF SUPPLEMENTAL PAY ALLOWANCE AND RELATED FRINGE BENEFITS TO BE PAID FROM THE GENERAL FUND ACCOUNT. EXPENDITURES ARE ON A REIMBURSEMENT BASIS AND WILL BE RECLASSIFIED TO THE GRANT FUND ONCE REIMBURSEMENT IS RECEIVED.

GRANT FISCAL YEAR: 2017
COUNT CALENDAR YEAR: 2016
GRANT PERIOD: 09/01/16 - 08/31/17

Attachments

Veterans Ct award stmt
Veterans Ct budget details
Veterans Ct appropriation
DWI award stmt
DWI budget details
DWI appropriation
RSAT award smt
RSAT budget details
Reentry award stmt
Reentry budget details
Reentry appropriation
Misd DWI award stmt
Misd DWI budget details
Misd DWI appropriation
Mental Health award stmt
Mental Health budget details
Mental Health appropriation
RSAT appropriation
RSAT cash match appropriation
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Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/19/2016 02:14 PM
Human Resources	Diana Munoz	10/21/2016 10:51 AM
Budget & Management	Veronica Ortiz	10/21/2016 10:59 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM

Form Started By: Maria Castilleja Started On: 10/19/2016 11:48 AM
Final Approval Date: 10/21/2016

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2431506	**Award Amount:**	$95,627.00
Date Awarded:	9/19/2016	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 08/31/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2017	**Total Project Cost:**	$95,627.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Veterans Court		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2017-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$24,960,501.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
12-Step Programs: Courts have ruled that these programs are considered inherently religious. As such, OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials. For more information, click here to download a list of FAQs.	5/13/2016		☐	☐
SID Number: Grantee is required to report the State Offender Identification (SID) number for all graduates as part of the end-of-year progress report to the Public Policy Research Institute (PPRI) at Texas A & M University.	5/13/2016		☐	☐
Grant Official: A grantee shall notify OOG within 20 calendar days of any change in the designated project director, financial officer, or authorized official; any change in the mailing address, e-mail address, fax number, or telephone number of each grant official and any change in the grantee's physical address. Project Director	9/7/2016		☑	☐

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Agency Name: Hidalgo County
Grant/App: 2431506 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County Veterans Court
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Licensed Counselor to provide services to offenders; will provide both individual and group sessions; the counselor will work in conjunction with the probation officer and the treatment team; the counselor will participate in the staffings as well. This is half of the salary because the other half will be paid from another source. salary $24,336.00, Health Ins. $6,891.84, Life Ins. $26.64, FICA $1,861.70, Ret. $2,737.80, Unemp. comp. $146.02	$34,627.00	$0.00	$0.00	$0.00	$34,627.00	50
Personnel	Probation Officer	The probation officer provides monitoring for the offenders in the program; the probation officer provides the case management for the offenders and provides the progress to the judge during the staffings and also participates in the status hearings. salary $45,256.50, Health Ins. $6,891.84, Life Ins. $26.64, FICA $3,462.12, Ret. $5,091.36, Unemp. comp. $271.54	$61,000.00	$0.00	$0.00	$0.00	$61,000.00	100

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

DATE: October 18, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: VETERANS COURT
ACCOUNT NUMBER: 6-1289-423-00-320-033-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	033-	7-	113		Veterans Court-	Full-Time Employees	71,367.82
6-1289-423-00-320-	033-	7-	211		Veterans Court-	Health Insurance	10,148.82
6-1289-423-00-320-	033-	7-	212		Veterans Court-	Life Insurance	36.63
6-1289-423-00-320-	033-	7-	220		Veterans Court-	FICA	5,459.64
6-1289-423-00-320-	033-	7-	230		Veterans Court-	Retirement	8,185.89
6-1289-423-00-320-	033-	7-	250		Veterans Court-	Unemployment Compensation	428.20
					TOTAL APPROPRIATION		**95,627.00**
6-1289-334-10-320-	033-	7-	000		Funding Revenue FY2017		95,627.00
					TOTAL REVENUES		**95,627.00**

REASON:

To setup the FY2017 Veterans Court Budget #2431506 from 9/1/2016 to 8/31/2017.

Comm Ct

Arnold K. Patrick, Director — Date — Ray Eufracio, CPA — Date

Hidalgo County CSCD

Statement of Grant Award (SOGA)

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The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2413907	**Award Amount:**	$166,527.00
Date Awarded:	9/8/2016	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 08/31/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2017	**Total Project Cost:**	$166,527.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County DWI Court		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2017-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$24,960,501.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

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Agency Name: Hidalgo County
Grant/App: 2413907 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County DWI Court
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions and attends court staffing.Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	$41,417.00	$0.00	$0.00	$0.00	$41,417.00	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for DWI Court staff members attending In-State trainings and conferences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include, but not limited to copy paper, staples, paper clips, pens, copy toners, case folders, other.	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for DWI Court staff members attending national trainings and conferences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed	$63,355.00	$0.00	$0.00	$0.00	$63,355.00	100

		of offenders' progress. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%						
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. This is half of the salary, as the other half will be paid with the GPI.Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	$38,455.00	$0.00	$0.00	$0.00	$38,455.00	100
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	1,000 Alcohol Testing EtG kits @$5.00 each. Ethyl Glucuronide (EtG) is a direct metabolite of ethanol, which is formed by enzymatic conjugation of ethanol with glucuronic acid. Alcohol in urine is normally detected for only a few hours, whereas EtG can be detected up to several days even after complete elimination of alcohol from the body. EtG tests are useful in determining recent alcohol use and in monitoring abstinence while in the program. Probation officers will utilize EtG tests to monitor offender abstinence from alcohol while in the program as directed by the Court.	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
Personnel	Prosecutor	Prosecutor representative form District Attorney Office; Prosecutor reviews the cases for placement into the program; prosecutor participates in the staffing of cases. Personnel line item includes fringe benefits. Department Fringe benefit	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

		rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%						

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

DATE: October 18, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 6-1289-423-00-320-032-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	032-	7-	113		DWI Court-	Full-Time Employees	100,423.39
6-1289-423-00-320-	032-	7-	117		DWI Court-	Supplemental Pay	9,690.00
6-1289-423-00-320-	032-	7-	211		DWI Court-	Health Insurance	23,596.57
6-1289-423-00-320-	032-	7-	212		DWI Court-	Life Insurance	77.32
6-1289-423-00-320-	032-	7-	220		DWI Court-	FICA	8,425.58
6-1289-423-00-320-	032-	7-	230		DWI Court-	Retirement	12,642.63
6-1289-423-00-320-	032-	7-	250		DWI Court-	Unemployment Compensation	660.83
6-1289-423-00-320-	032-	7-	260		DWI Court-	Worker's Compensation	10.68
6-1289-423-00-320-	032-	7-	583		DWI Court-	Out of County Employee Travel	4,200.00
6-1289-423-00-320-	032-	7-	584		DWI Court-	Registration Fees	800.00
6-1289-423-00-320-	032-	7-	610		DWI Court-	General Supplies	6,000.00
					TOTAL APPROPRIATION		**166,527.00**
6-1289-334-10-320-	032-	7-	000		Funding-Revenues		166,527.00
					TOTAL REVENUES		**166,527.00**

REASON:

To setup the FY2017 DWI Grant Budget #2413907 from 9/1/2016 - 8/31/2017.

Arnold K. Patrick, Director — Date — Ray Eufracio, CPA — Date

Hidalgo County CSCD

Statement of Grant Award (SOGA)

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By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2928002	**Award Amount:**	$150,922.64
Date Awarded:	9/7/2016	**Grantee Cash Match:**	$50,307.54
Grant Period:	10/01/2016 - 06/30/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	09/28/2017	**Total Project Cost:**	$201,230.18
Program Fund:	RT-Residential Substance Abuse Treatment for State Prisoners (RSAT)		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Substance Abuse Treatment Facility		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	16.593 - Residential Substance Abuse Treatment for State Prisoners (RSAT)
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Federal Award Date:	9/22/2015
Federal/State Award ID Number:	2015-RT-BX-0025
Total Federal Award/State Funds Appropriated:	$908,404.00

Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The Residential Substance Abuse Treatment (RSAT) Formula Grant Program provides funds to the states, territories, and the District of Columbia for use by the state and units of local government in developing and implementing residential substance abuse treatment programs within correctional and detention facilities in which prisoners are incarcerated for a period of time sufficient to permit substance abuse treatment and after-care programs for those prisoners.

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Agency Name: Hidalgo County
Grant/App: 2928002 **Start Date:** 10/1/2016 **End Date:** 6/30/2017

Project Title: Hidalgo County Substance Abuse Treatment Facility
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor (first) to provide direct services to participants to help address individual substance abuse problem. These positions are vital due to their role in the treatment provided to the clients of the Hidalgo County Substance Abuse Facility. fringe is 19%.	$40,704.75	$13,568.25	$0.00	$0.00	$54,273.00	100
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor (second) to provide direct services to participants to help address individual substance abuse problem. These positions are vital due to their role in the treatment provided to the clients of the Hidalgo County Substance Abuse Facility. fringe is 19%.	$30,319.60	$10,106.53	$0.00	$0.00	$40,426.13	100
Personnel	Counselor and/or Therapist (licensed)	Clinical Director to allow the facility to better serve the rising mental health issues that are so often associated with the criminal justice population and substance abuse. Fringe is 19%.	$15,143.82	$5,047.94	$0.00	$0.00	$20,191.76	15
Equipment	Desktop System and Accessories	Educational use for clients to assist them in obtaining their G.E.D.	$1,350.00	$450.00	$0.00	$0.00	$1,800.00	6
Personnel	Education, Financial, and/or Program	G.E.D. Coordinator to provide educational assistance in regards to increasing their grade level by providing academic instruction in writing, reading,	$34,754.47	$11,584.82	$0.00	$0.00	$46,339.29	100

	Specialist	comprehension and mathematic concepts and skills. Fringe is 19%.						
Travel and Training	In-State Incidentals and/or Mileage	Mileage, hotel, and perdiem for travel for continuing education. A total of 40 hours of train per counselor as state rates.	$6,600.00	$2,200.00	$0.00	$0.00	$8,800.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include, but not limited to copy paper, staples, paper clips, pens, copy toners and case folders.	$10,800.00	$3,600.00	$0.00	$0.00	$14,400.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Education/Instructional books or software for clients.	$11,250.00	$3,750.00	$0.00	$0.00	$15,000.00	0

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

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2800303	**Award Amount:**	$150,000.00
Date Awarded:	9/8/2016	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 08/31/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2017	**Total Project Cost:**	$150,000.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County CSCD Re-Entry Court		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2017-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$24,960,501.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

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Agency Name: Hidalgo County
Grant/App: 2800303 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County CSCD Re-Entry Court
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Assistant	Provide clerical support for the Re-Entry Court Program. Keep track of all referral to the clinical team. Make sure all clinical files are maintained in accordance to HIPPA. Assistant: salary $25,000 and fringe $12,978.62	$31,000.00	$0.00	$0.00	$0.00	$31,000.00	100
Personnel	Attorney	Defense Attorney (1) will provide legal services for all participants.	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor (1) to provide direct services to participants to help address individual substance abuse problems. Aftercare Counselor 1: salary $50,470 and fringe $18,677.35	$67,400.00	$0.00	$0.00	$0.00	$67,400.00	100
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor (2) to provide direct services to participants to help address individual substance abuse problems. Aftercare Counselor 2 (@ 50%): salary 20,000 and fringe $9,583.98	$27,000.00	$0.00	$0.00	$0.00	$27,000.00	50
Personnel	Prosecutor	Prosecutor (1) to represent the state government and its citizens during court proceedings.	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

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

DATE: October 18, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: RE-ENTRY COURT
ACCOUNT NUMBER: 6-1289-423-00-320-044-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	044-	7-	113		Re-Entry Court	Full-Time Employees	89,476.99
6-1289-423-00-320-	044-	7-	117		Re-Entry Court	Supplemental Pay	19,520.00
6-1289-423-00-320-	044-	7-	211		Re-Entry Court	Health Insurance	19,413.45
6-1289-423-00-320-	044-	7-	212		Re-Entry Court	Life Insurance	68.23
6-1289-423-00-320-	044-	7-	220		Re-Entry Court	FICA	8,342.11
6-1289-423-00-320-	044-	7-	230		Re-Entry Court	Retirement	12,503.41
6-1289-423-00-320-	044-	7-	250		Re-Entry Court	Unemployment Compensation	654.28
6-1289-423-00-320-	044-	7-	260		Re-Entry Court	Worker's Compensation	21.53
TOTAL APPROPRIATION							**150,000.00**
6-1289-334-10-320-	044-	7-	000		Funding Revenue FY2017		150,000.00
TOTAL REVENUES							**150,000.00**

REASON:

To setup the FY2017 Re-Entry Court budget from 9/01/2016 to 8/31/2017. Budget #2800303

Comm Ct.

Arnold K. Patrick, Director — Date — Ray Eufracio, CPA — Date

Hidalgo County CSCD

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2881402	**Award Amount:**	$224,302.05
Date Awarded:	9/9/2016	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 08/31/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2017	**Total Project Cost:**	$224,302.05
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	Hidalgo County		
Project Title:	Misdemeanor DWI Court Program		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2017-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$24,960,501.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Resolution: Except for state agencies, each applicant agency must submit a resolution from the applicable governing body (such as the city council, county commissioners' court, school board, or board of directors) electronically using the 'Upload' function in the eGrants system.	6/10/2016		☑	☐

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Agency Name: Hidalgo County
Grant/App: 2881402 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Misdemeanor DWI Court Program
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Attorney	The attorney will provide legal advise and counsel to all participants in the program. Additionally, the attorney will participate in all staffings.	$12,500.00	$0.00	$0.00	$0.00	$12,500.00	15
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse counselor provides direct services to offenders to address individual substance abuse problems. Counselor will also conduct group sessions and participate in program staffings.	$52,761.43	$0.00	$0.00	$0.00	$52,761.43	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	Travel and training expenses for continuing education	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to help in the daily operation of the program.	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
Personnel	Probation Officer	Probation officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts visits as needed and administers drug tests; also attends staffings and court hearings and keeps the judge abreast of participants' progress.	$64,840.01	$0.00	$0.00	$0.00	$64,840.01	100
		Probation officer (2) supervises and monitors the offenders in the program; will provide case management for						

Personnel	Probation Officer	the offenders on the program; officer conducts visits as needed and administers drug tests; also attends staffings and court hearings and keeps the judge abreast of participants' progress.	$67,200.61	$0.00	$0.00	$0.00	$67,200.61	100
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Supplies to drug testing such as urinalysis and breath tester devices.	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
Personnel	Prosecutor	Prosecutor representative from the DA office. Prosecutor reviews the cases for entrance into the program and participates in the staffings.	$12,500.00	$0.00	$0.00	$0.00	$12,500.00	15
Supplies and Direct Operating Expenses	Television / Video System and Accessories ($5,000 or less per unit)	Television to aid in group sessions. Participants will watch documentaries and treatment relates DVD's.	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0

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

DATE: October 18, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: MISD DWI COURT
ACCOUNT NUMBER: 6-1289-423-00-320-046-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	046-	7-	113		Misd DWI Court	Full-Time Employees	136,908.53
6-1289-423-00-320-	046-	7-	117		Misd DWI Court	Supplemental Pay	19,520.00
6-1289-423-00-320-	046-	7-	211		Misd DWI Court	Health Insurance	22,413.01
6-1289-423-00-320-	046-	7-	212		Misd DWI Court	Life Insurance	82.81
6-1289-423-00-320-	046-	7-	220		Misd DWI Court	FICA	11,970.61
6-1289-423-00-320-	046-	7-	230		Misd DWI Court	Retirement	17,946.79
6-1289-423-00-320-	046-	7-	250		Misd DWI Court	Unemployment Compensation	938.87
6-1289-423-00-320-	046-	7-	260		Misd DWI Court	Worker's Compensation	21.43
6-1289-423-00-320-	046-	7-	583		Misd DWI Court	Out of County Employee Travel	2,100.00
6-1289-423-00-320-	046-	7-	584		Misd DWI Court	Registration Fees	400.00
6-1289-423-00-320-	046-	7-	610		Misd DWI Court	General Supplies	9,000.00
6-1289-423-00-320-	046-	7-	640		Misd DWI Court	Reference Materials	1,000.00
6-1289-423-00-320-	046-	7-	660		Misd DWI Court	Furnishings & Equipment-Controlled	2,000.00
					TOTAL APPROPRIATION		**224,302.05**
6-1289-334-10-320-	046-	7-	000		Funding Revenue FY2017		224,302.05
					TOTAL REVENUES		**224,302.05**

REASON:

To setup the FY2017 Misd DWI Court budget from 9/01/2016 to 8/31/2017. Budget #2881402

Comm Crt.

Arnold K. Patrick, Director — Date — Ray Eufracio, CPA — Date

Hidalgo County CSCD

Statement of Grant Award (SOGA)

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Grant Number:	3046901	**Award Amount:**	$363,600.00
Date Awarded:	9/20/2016	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 08/31/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2017	**Total Project Cost:**	$363,600.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Mental Health Court		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2017-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$24,960,501.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Other Condition of Funding. During FY 2017 CJD will allow your agency to use the Addition Method to add generated program income to the project budget in an amount up to $60,000.00 (if applicable), resulting in an overall increase in the approved budget. Unless CJD grants a waiver, once this amount has been reached further collected generated program income must be applied using the Deduction Method, which will begin to reduce the OOG award amount. Requests to increase the maximum amount allowed using the Addition Method will be reviewed on a case-by-case basis. All generated program income must be reported to CJD through a formal grant adjustment to secure CJD approval prior to use of the program income.	7/7/2016		☑	☐
12-Step Programs: Courts have ruled that these programs are considered inherently religious. As such, OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials. For more information, click here to download a list of FAQs.	7/7/2016		☑	☐
SID Number: Grantee is required to report the State Offender Identification (SID) number for all graduates as part of the end-of-year progress report to the Public Policy Research Institute (PPRI) at Texas A & M University.	7/7/2016		☑	☐
Other Condition of Funding. A revised resolution signed by the County Commissioner's Court will need to be scanned and uploaded into eGrants.	7/8/2016		☑	☐

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Agency Name: Hidalgo County
Grant/App: 3046901 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County Mental Health Court
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Attorney	Defense Attorney (1) will provide legal services for all participants. Salary: $12,500.00 Fringe: None Hours: 4-6 hours a week	$12,500.00	$0.00	$0.00	$0.00	$12,500.00	15
Personnel	Coordinator	The registered nurse will be responsible for the following all the prescriptions given to the participants by the Psychiatrist. The RN provide medication management by submitting the prescription to the pharmacy and once the medication is received, he/she will be responsible for dispensing the medication to participants. Salary: approx $52,000.00 a year Fringe: $16,000.00 Hours: 40 hours a week	$68,000.00	$0.00	$0.00	$0.00	$68,000.00	100
Personnel	Counselor and/or Therapist (licensed)	Licensed Professional Counselor (LPC) will provide assessments for the participants as well as counseling services to the participants of the program, according to their needs. Salary: $49,000 a year. Fringe: $17,000 a year. Hours: 40 hours a week	$65,600.00	$0.00	$0.00	$0.00	$65,600.00	100
Personnel	Prosecutor	The prosecutor will ensure that laws are being followed and that the interest of the community as well as public safety is	$12,500.00	$0.00	$0.00	$0.00	$12,500.00	15

		ensured. Salary: $12,500.00 Fringe: none Hours: 4-6 hours a week						
Personnel	Psychologist	Clinical Psychologist will oversee the treatment of the Mental Health Court as well as participate in the staffings in order to provide expertise and consulting services. Salary: 12,000 per year Fringe: $3000.00 per year Hours: 4-6 hours a week	$15,000.00	$0.00	$0.00	$0.00	$15,000.00	15
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Advocacy in the form of psychotropic medication. Many of the participants in the program will not have access to health care and insurance. The department will provide psychotropic medications to all participants who cannot afford it through its contract with a local pharmacy. The RN will keep track of all medications ordered and the budget office will also keep track of all invoices for medication. 6/25/2015: The proposed MH court will be contracting with a local pharmacy to provide all psychotropic medication for the participants in the court. At this point, since the court is not operational yet, we do not have a specific information about the possible vendor or vendors. As soon as we get confirmation that the proposed MH court will be funded, we will seek bids and/or quotes from local pharmacies.	$120,000.00	$0.00	$0.00	$0.00	$120,000.00	0
		Advocacy in the form of a Psychiatrist. Many of the participants in the program will not have access to proper health care and health insurance. The Mental						

Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Health Court will contact with a local Psychiatrist to provide mental health services as well as psychotropic medications to all participants who are not able to afford their own. The probation officer and the counselor will refer participants and the budget office will keep track of all invoices for Psychiatrist services. 6/25/15: The proposed MH court will seek the services of a licensed Psychiatrist to provide mental health and medical care to its participants. At this time, the court is not operational and we do not have a Psychiatrist yet. As soon as funding is secured for the specialized court, we will seek bids and/or quotes from local Psychiatrist.	$70,000.00	$0.00	$0.00	$0.00	$70,000.00	0

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

DATE: October 18, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: MENTAL HEALTH COURT
ACCOUNT NUMBER: 6-1289-423-00-320-047-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	047-	7-	113		Mental Health Court	Full-Time Employees	113,810.56
6-1289-423-00-320-	047-	7-	117		Mental Health Court	Supplemental Pay	19,480.00
6-1289-423-00-320-	047-	7-	211		Mental Health Court	Health Insurance	13,949.70
6-1289-423-00-320-	047-	7-	212		Mental Health Court	Life Insurance	54.28
6-1289-423-00-320-	047-	7-	220		Mental Health Court	FICA	10,200.55
6-1289-423-00-320-	047-	7-	230		Mental Health Court	Retirement	15,283.39
6-1289-423-00-320-	047-	7-	250		Mental Health Court	Unemployment Compensation	800.04
6-1289-423-00-320-	047-	7-	260		Mental Health Court	Worker's Compensation	21.48
6-1289-423-00-320-	047-	7-	331		Mental Health Court	Physician Services	70,000.00
6-1289-423-00-320-	047-	7-	337		Mental Health Court	Pharmaceutical Services	120,000.00
					TOTAL APPROPRIATION		**363,600.00**
6-1289-334-10-320-	047-	7-	000		Funding Revenue FY2017		363,600.00
					TOTAL REVENUES		**363,600.00**

REASON:

To setup the FY2017 Mental Health Court budget from 9/01/2016 to 8/31/2017. Budget #3046901

Comm Crt.

Arnold K. Patrick, Director — Date — Ray Eufracio, CPA — Date

Hidalgo County CSCD

DATE: October 18, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY RSAT
ACCOUNT NUMBER: 6-1289-423-00-320-036-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	036-	7-	113		Hidalgo Co RSAT-	Full-Time Employees	85,837.71
6-1289-423-00-320-	036-	7-	211		Hidalgo Co RSAT-	Health Insurance	18,099.45
6-1289-423-00-320-	036-	7-	212		Hidalgo Co RSAT-	Life Insurance	58.28
6-1289-423-00-320-	036-	7-	220		Hidalgo Co RSAT-	FICA	6,566.59
6-1289-423-00-320-	036-	7-	230		Hidalgo Co RSAT-	Retirement	9,845.58
6-1289-423-00-320-	036-	7-	250		Hidalgo Co RSAT-	Unemployment Compensation	515.03
6-1289-423-00-320-	036-	7-	583		Hidalgo Co RSAT-	Out of County Employee Travel	4,950.00
6-1289-423-00-320-	036-	7-	584		Hidalgo Co RSAT-	Registration Fees	1,650.00
6-1289-423-00-320-	036-	7-	610		Hidalgo Co RSAT-	General Supplies	18,300.00
6-1289-423-00-320-	036-	7-	640		Hidalgo Co RSAT-	Reference Materials	3,750.00
6-1289-423-00-320-	036-	7-	660		Hidalgo Co RSAT-	Furnishings & Equipment-Controlled	1,350.00
					TOTAL APPROPRIATION		**150,922.64**
6-1289-331-12-320-	036-	7-	000		Funding-Revenues		150,922.64
6-1289-491-01-000-	297	7-	891		Transfer In - SATF (DP)		0.00
					TOTAL REVENUES		**150,922.64**

REASON:

To setup the FY2017 Hidalgo County RSAT grant #2928002 from 10/1/2016 to 6/30/2017. The grant has a 25% cash match from the TDCJ-CJAD SATF grant.

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

DATE: October 18, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY RSAT
ACCOUNT NUMBER: 6-1289-423-00-320-036-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	036-	7-	113		Hidalgo Co RSAT-	Full-Time Employees	28,612.57
6-1289-423-00-320-	036-	7-	211		Hidalgo Co RSAT-	Health Insurance	6,033.15
6-1289-423-00-320-	036-	7-	212		Hidalgo Co RSAT-	Life Insurance	19.42
6-1289-423-00-320-	036-	7-	220		Hidalgo Co RSAT-	FICA	2,188.86
6-1289-423-00-320-	036-	7-	230		Hidalgo Co RSAT-	Retirement	3,281.87
6-1289-423-00-320-	036-	7-	250		Hidalgo Co RSAT-	Unemployment Compensation	171.67
6-1289-423-00-320-	036-	7-	583		Hidalgo Co RSAT-	Out of County Employee Travel	1,650.00
6-1289-423-00-320-	036-	7-	584		Hidalgo Co RSAT-	Registration Fees	550.00
6-1289-423-00-320-	036-	7-	610		Hidalgo Co RSAT-	General Supplies	6,100.00
6-1289-423-00-320-	036-	7-	640		Hidalgo Co RSAT-	Reference Materials	1,250.00
6-1289-423-00-320-	036-	7-	660		Hidalgo Co RSAT-	Furnishings & Equipment-Controlled	450.00
					TOTAL APPROPRIATION		**50,307.54**
6-1297-491-01-000-	289-	7-	891		Interfund Transfer out		50,307.54
6-1297-423-00-320-	020	7-	630		Food		(50,307.54)
6-1289-391-01-000-	297	7-	000		Transfer In - SATF (DP)		50,307.54
					TOTAL REVENUES		**50,307.54**

REASON:

To add the 25% cash match to the RSAT from the SATF.

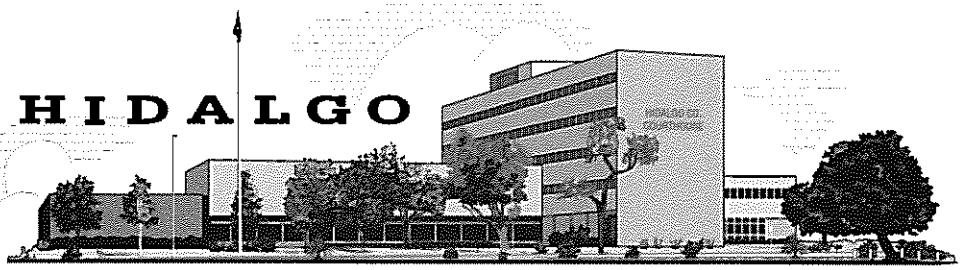
Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

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

October 21, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$ 166,527.00	Award No. 2413907 Hidalgo County DWI Court

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10-24-16
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, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

Rossana Schettino

From: Rosario Ramirez-Castilleja [rosario.castilleja@hidalgocountycscd.org]
Sent: Wednesday, October 19, 2016 12:20 PM
To: Rossana Schettino
Cc: Deborah Fischer
Subject: CJD grants AI-56940 11/8/16

Importance: High

I have created the agenda item AI-56940 for the CJD grants. Please certify the revenues. Thanks.

Rosario Ramirez-Castilleja
Hidalgo County CSCD
Budget/Fiscal Director
P.O. Box 970
Edinburg, TX 78540
956.587.6009
Fax 956.318.2488

Confidentiality Notice This email message, including all the attachments, is for the sole use of the intended recipient(s) and contains confidential information. Unauthorized use or disclosure is prohibited. If you are not the intended recipient, you may not use, disclose, copy or disseminate this information. If you are not the intended recipient, please contact the sender immediately by reply email and destroy all copies of all copies of the original message, including attachments.

AI-56940 **Adult Probation** **22. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Court Grant (1289) / District Attorney (1100):

1. Approval to accept the DWI Court grant from the Office of Governor(Criminal Justice Division) in the amount of $166,527.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the DWI Court Grant.
3. Approval of appropriation of funds in the amount of $166,527.00.
4. Approval to authorize the decrease of supplemental pay allowance for the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
127531	Criminal DA (080-002)	0026	Assistant District Attorney IV	$9,730.00	$9,690.00

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

Veterans Court Grant (1289):

1. Approval to accept the Veterans Court grant from the Office of Governor(Criminal Justice Division) in the amount of $95,627.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Veterans Court Grant.
3. Approval of appropriation of funds in the amount of $95,627.00.

Residential Substance Abuse Treatment - (RSAT) (1289):
1. Approval to accept the RSAT grant from the Office of Governor(Criminal Justice Division) in the amout of $201,230.18 for the grant period of 10/1/16 thru 6/30/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the RSAT Grant.
3. Approval of appropriation of funds in the amount of $150,922.64 and the cash match of $50,307.54 for a total of $201,230.18.

Re-Entry Court Grant (1289) / Public Defender / DA's (1100):
1. Approval to accept the Reentry Court grant from the Office of Governor(Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Reentry Court Grant.
3. Approval of appropriation of funds in the amount of $150,000.00.
4. Approval to authorize the decrease of supplemental pay for the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
120227	Public Defender (085-003)	0003	Chief Public Defender	$9,820.00	$9,770.00
077917	Criminal DA (080-002)	0013	Assistant District Attorney IV	$9,800.00	$9,750.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court action.

Misd DWI Court Program Grant (1289) / Public Defender / DA's (1100):
1. Approval to accept the Misd DWI Court grant from the Office of Governor(Criminal Justice Division) in the amount of $224,302.05 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Misd DWI Court Grant.
3. Approval of appropriation of funds in the amount of $224,302.05.
4. Approval to authorize the decrease of supplemental pay for the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
155179	Public Defender (085-003)	0004	First Assistant Public Defender	$9,850.00	$9,820.00
207446	Criminal DA (080-002)	0009	Assistant District Attorney III	$9,750.00	$9,700.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court action.

Mental Health Court Grant (1289) / Public Defender (1100):
1. Approval to accept the Mental Health Court grant from the Office of Governor(Criminal Justice Division) in the amount of $363,600.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Mental Health Court Grant.
3. Approval of appropriation of funds in the amount of $363,600.00.
4. Approval to authorize supplemental pay allowance to the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Proposed Allowance Amount
160954	Public Defender (085-003)	0019	Public Defender III	$9,740.00

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

BACKGROUND

Fiscal Impact

Attachments

Veterans Ct award stmt
Veterans Ct budget details
Veterans Ct appropriation
DWI award stmt

DWI budget details
DWI appropriation
RSAT award smt
RSAT budget details
RSAT appropriation
RSAT cash match appropriation
Reentry award stmt
Reentry budget details
Reentry appropriation
Misd DWI award stmt
Misd DWI budget details
Misd DWI appropriation
Mental Health award stmt
Mental Health budget details
Mental Health appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/19/2016 02:14 PM
Human Resources		
Budget & Management		
Final Approval		
Form Started By: Maria Castilleja		Started On: 10/19/2016 11:48 AM

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2413907	**Award Amount:**	$166,527.00
Date Awarded:	9/8/2016	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 08/31/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2017	**Total Project Cost:**	$166,527.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County DWI Court		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2017-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$24,960,501.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

Print This Page

Agency Name: Hidalgo County
Grant/App: 2413907 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County DWI Court
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions and attends court staffing.Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	$41,417.00	$0.00	$0.00	$0.00	$41,417.00	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for DWI Court staff members attending In-State trainings and conferences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include, but not limited to copy paper, staples, paper clips, pens, copy toners, case folders, other.	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for DWI Court staff members attending national trainings and conferences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed	$63,355.00	$0.00	$0.00	$0.00	$63,355.00	100

		of offenders' progress. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%						
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. This is half of the salary, as the other half will be paid with the GPI.Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	$38,455.00	$0.00	$0.00	$0.00	$38,455.00	100
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	1,000 Alcohol Testing EtG kits @$5.00 each. Ethyl Glucuronide (EtG) is a direct metabolite of ethanol, which is formed by enzymatic conjugation of ethanol with glucuronic acid. Alcohol in urine is normally detected for only a few hours, whereas EtG can be detected up to several days even after complete elimination of alcohol from the body. EtG tests are useful in determining recent alcohol use and in monitoring abstinence while in the program. Probation officers will utilize EtG tests to monitor offender abstinence from alcohol while in the program as directed by the Court.	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
Personnel	Prosecutor	Prosecutor representative form District Attorney Office; Prosecutor reviews the cases for placement into the program; prosecutor participates in the staffing of cases. Personnel line item includes fringe benefits. Department Fringe benefit	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

		rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%						

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

DATE: October 18, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 6-1289-423-00-320-032-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	032-	7-	113		DWI Court-	Full-Time Employees	100,423.39
6-1289-423-00-320-	032-	7-	117		DWI Court-	Supplemental Pay	9,690.00
6-1289-423-00-320-	032-	7-	211		DWI Court-	Health Insurance	23,596.57
6-1289-423-00-320-	032-	7-	212		DWI Court-	Life Insurance	77.32
6-1289-423-00-320-	032-	7-	220		DWI Court-	FICA	8,425.58
6-1289-423-00-320-	032-	7-	230		DWI Court-	Retirement	12,642.63
6-1289-423-00-320-	032-	7-	250		DWI Court-	Unemployment Compensation	660.83
6-1289-423-00-320-	032-	7-	260		DWI Court-	Worker's Compensation	10.68
6-1289-423-00-320-	032-	7-	583		DWI Court-	Out of County Employee Travel	4,200.00
6-1289-423-00-320-	032-	7-	584		DWI Court-	Registration Fees	800.00
6-1289-423-00-320-	032-	7-	610		DWI Court-	General Supplies	6,000.00
					TOTAL APPROPRIATION		**166,527.00**
6-1289-334-10-320-	032-	7-	000		Funding-Revenues		166,527.00
					TOTAL REVENUES		**166,527.00**

REASON:

To setup the FY2017 DWI Grant Budget #2413907 from 9/1/2016 - 8/31/2017.

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

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

October 21, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$ 95,627.00	Award No. 2431506 Hidalgo County Veterans Court

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10-24-16
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, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

Rossana Schettino

From: Rosario Ramirez-Castilleja [rosario.castilleja@hidalgocountycscd.org]
Sent: Wednesday, October 19, 2016 12:20 PM
To: Rossana Schettino
Cc: Deborah Fischer
Subject: CJD grants AI-56940 11/8/16

Importance: High

I have created the agenda item AI-56940 for the CJD grants. Please certify the revenues. Thanks.

Rosario Ramirez-Castilleja
Hidalgo County CSCD
Budget/Fiscal Director
P.O. Box 970
Edinburg, TX 78540
956.587.6009
Fax 956.318.2488

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AI-56940 **Adult Probation** **22. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Court Grant (1289) / District Attorney (1100):
1. Approval to accept the DWI Court grant from the Office of Governor(Criminal Justice Division) in the amount of $166,527.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the DWI Court Grant.
3. Approval of appropriation of funds in the amount of $166,527.00.
4. Approval to authorize the decrease of supplemental pay allowance for the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
127531	Criminal DA (080-002)	0026	Assistant District Attorney IV	$9,730.00	$9,690.00

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

Veterans Court Grant (1289):
1. Approval to accept the Veterans Court grant from the Office of Governor(Criminal Justice Division) in the amount of $95,627.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Veterans Court Grant.
3. Approval of appropriation of funds in the amount of $95,627.00.

Residential Substance Abuse Treatment - (RSAT) (1289):
1. Approval to accept the RSAT grant from the Office of Governor(Criminal Justice Division) in the amout of $201,230.18 for the grant period of 10/1/16 thru 6/30/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the RSAT Grant.
3. Approval of appropriation of funds in the amount of $150,922.64 and the cash match of $50,307.54 for a total of $201,230.18.

Re-Entry Court Grant (1289) / Public Defender / DA's (1100):
1. Approval to accept the Reentry Court grant from the Office of Governor(Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Reentry Court Grant.
3. Approval of appropriation of funds in the amount of $150,000.00.
4. Approval to authorize the decrease of supplemental pay for the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
120227	Public Defender (085-003)	0003	Chief Public Defender	$9,820.00	$9,770.00
077917	Criminal DA (080-002)	0013	Assistant District Attorney IV	$9,800.00	$9,750.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court action.

Misd DWI Court Program Grant (1289) / Public Defender / DA's (1100):
1. Approval to accept the Misd DWI Court grant from the Office of Governor(Criminal Justice Division) in the amount of $224,302.05 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Misd DWI Court Grant.
3. Approval of appropriation of funds in the amount of $224,302.05.
4. Approval to authorize the decrease of supplemental pay for the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
155179	Public Defender (085-003)	0004	First Assistant Public Defender	$9,850.00	$9,820.00
207446	Criminal DA (080-002)	0009	Assistant District Attorney III	$9,750.00	$9,700.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court action.

Mental Health Court Grant (1289) / Public Defender (1100):
1. Approval to accept the Mental Health Court grant from the Office of Governor(Criminal Justice Division) in the amount of $363,600.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Mental Health Court Grant.
3. Approval of appropriation of funds in the amount of $363,600.00.
4. Approval to authorize supplemental pay allowance to the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Proposed Allowance Amount
160954	Public Defender (085-003)	0019	Public Defender III	$9,740.00

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

BACKGROUND

Fiscal Impact

Attachments

Veterans Ct award stmt
Veterans Ct budget details
Veterans Ct appropriation
DWI award stmt

DWI budget details
DWI appropriation
RSAT award smt
RSAT budget details
RSAT appropriation
RSAT cash match appropriation
Reentry award stmt
Reentry budget details
Reentry appropriation
Misd DWI award stmt
Misd DWI budget details
Misd DWI appropriation
Mental Health award stmt
Mental Health budget details
Mental Health appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/19/2016 02:14 PM
Human Resources		
Budget & Management		
Final Approval		
Form Started By: Maria Castilleja		Started On: 10/19/2016 11:48 AM

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2431506	**Award Amount:**	$95,627.00
Date Awarded:	9/19/2016	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 08/31/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2017	**Total Project Cost:**	$95,627.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Veterans Court		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2017-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$24,960,501.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
12-Step Programs: Courts have ruled that these programs are considered inherently religious. As such, OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials. For more information, click here to download a list of FAQs.	5/13/2016			
SID Number: Grantee is required to report the State Offender Identification (SID) number for all graduates as part of the end-of-year progress report to the Public Policy Research Institute (PPRI) at Texas A & M University.	5/13/2016			
Grant Official: A grantee shall notify OOG within 20 calendar days of any change in the designated project director, financial officer, or authorized official; any change in the mailing address, e-mail address, fax number, or telephone number of each grant official and any change in the grantee's physical address. Project Director	9/7/2016			

Print This Page

Agency Name: Hidalgo County
Grant/App: 2431506 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County Veterans Court
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Licensed Counselor to provide services to offenders; will provide both individual and group sessions; the counselor will work in conjunction with the probation officer and the treatment team; the counselor will participate in the staffings as well. This is half of the salary because the other half will be paid from another source. salary $24,336.00, Health Ins. $6,891.84, Life Ins. $26.64, FICA $1,861.70, Ret. $2,737.80, Unemp. comp. $146.02	$34,627.00	$0.00	$0.00	$0.00	$34,627.00	50
Personnel	Probation Officer	The probation officer provides monitoring for the offenders in the program; the probation officer provides the case management for the offenders and provides the progress to the judge during the staffings and also participates in the status hearings. salary $45,256.50, Health Ins. $6,891.84, Life Ins. $26.64, FICA $3,462.12, Ret. $5,091.36, Unemp. comp. $271.54	$61,000.00	$0.00	$0.00	$0.00	$61,000.00	100

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

DATE: October 18, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: VETERANS COURT
ACCOUNT NUMBER: 6-1289-423-00-320-033-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	033-	7-	113		Veterans Court-	Full-Time Employees	71,367.82
6-1289-423-00-320-	033-	7-	211		Veterans Court-	Health Insurance	10,148.82
6-1289-423-00-320-	033-	7-	212		Veterans Court-	Life Insurance	36.63
6-1289-423-00-320-	033-	7-	220		Veterans Court-	FICA	5,459.64
6-1289-423-00-320-	033-	7-	230		Veterans Court-	Retirement	8,185.89
6-1289-423-00-320-	033-	7-	250		Veterans Court-	Unemployment Compensation	428.20
					TOTAL APPROPRIATION		**95,627.00**
6-1289-334-10-320-	033-	7-	000		Funding Revenue FY2017		95,627.00
					TOTAL REVENUES		**95,627.00**

REASON:

To setup the FY2017 Veterans Court Budget #2431506 from 9/1/2016 to 8/31/2017.

Comm Ct

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

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

October 21, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$ 150,922.64	Award No. 2928002 Residential Substance Abuse Treatment for State Prisoners (RSAT)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10-24-16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINOLETERRY, 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, 449TH D.C.

Rossana Schettino

From: Rosario Ramirez-Castilleja [rosario.castilleja@hidalgocountycscd.org]
Sent: Wednesday, October 19, 2016 12:20 PM
To: Rossana Schettino
Cc: Deborah Fischer
Subject: CJD grants AI-56940 11/8/16

Importance: High

I have created the agenda item AI-56940 for the CJD grants. Please certify the revenues. Thanks.

Rosario Ramirez-Castilleja
Hidalgo County CSCD
Budget/Fiscal Director
P.O. Box 970
Edinburg, TX 78540
956.587.6009
Fax 956.318.2488

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AI-56940 **Adult Probation** **22. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Court Grant (1289) / District Attorney (1100):
1. Approval to accept the DWI Court grant from the Office of Governor(Criminal Justice Division) in the amount of $166,527.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the DWI Court Grant.
3. Approval of appropriation of funds in the amount of $166,527.00.
4. Approval to authorize the decrease of supplemental pay allowance for the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
127531	Criminal DA (080-002)	0026	Assistant District Attorney IV	$9,730.00	$9,690.00

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

Veterans Court Grant (1289):
1. Approval to accept the Veterans Court grant from the Office of Governor(Criminal Justice Division) in the amount of $95,627.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Veterans Court Grant.
3. Approval of appropriation of funds in the amount of $95,627.00.

Residential Substance Abuse Treatment - (RSAT) (1289):

1. Approval to accept the RSAT grant from the Office of Governor(Criminal Justice Division) in the amout of $201,230.18 for the grant period of 10/1/16 thru 6/30/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the RSAT Grant.
3. Approval of appropriation of funds in the amount of $150,922.64 and the cash match of $50,307.54 for a total of $201,230.18.

Re-Entry Court Grant (1289) / Public Defender / DA's (1100):

1. Approval to accept the Reentry Court grant from the Office of Governor(Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Reentry Court Grant.
3. Approval of appropriation of funds in the amount of $150,000.00.
4. Approval to authorize the decrease of supplemental pay for the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
120227	Public Defender (085-003)	0003	Chief Public Defender	$9,820.00	$9,770.00
077917	Criminal DA (080-002)	0013	Assistant District Attorney IV	$9,800.00	$9,750.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court action.

Misd DWI Court Program Grant (1289) / Public Defender / DA's (1100):

1. Approval to accept the Misd DWI Court grant from the Office of Governor(Criminal Justice Division) in the amount of $224,302.05 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Misd DWI Court Grant.
3. Approval of appropriation of funds in the amount of $224,302.05.
4. Approval to authorize the decrease of supplemental pay for the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
155179	Public Defender (085-003)	0004	First Assistant Public Defender	$9,850.00	$9,820.00
207446	Criminal DA (080-002)	0009	Assistant District Attorney III	$9,750.00	$9,700.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court action.

Mental Health Court Grant (1289) / Public Defender (1100):
1. Approval to accept the Mental Health Court grant from the Office of Governor(Criminal Justice Division) in the amount of $363,600.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Mental Health Court Grant.
3. Approval of appropriation of funds in the amount of $363,600.00.
4. Approval to authorize supplemental pay allowance to the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Proposed Allowance Amount
160954	Public Defender (085-003)	0019	Public Defender III	$9,740.00

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

BACKGROUND

Fiscal Impact

Attachments

Veterans Ct award stmt
Veterans Ct budget details
Veterans Ct appropriation
DWI award stmt

DWI budget details
DWI appropriation
RSAT award smt
RSAT budget details
RSAT appropriation
RSAT cash match appropriation
Reentry award stmt
Reentry budget details
Reentry appropriation
Misd DWI award stmt
Misd DWI budget details
Misd DWI appropriation
Mental Health award stmt
Mental Health budget details
Mental Health appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/19/2016 02:14 PM
Human Resources		
Budget & Management		
Final Approval		
Form Started By: Maria Castilleja		Started On: 10/19/2016 11:48 AM

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2928002	**Award Amount:**	$150,922.64
Date Awarded:	9/7/2016	**Grantee Cash Match:**	$50,307.54
Grant Period:	10/01/2016 - 06/30/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	09/28/2017	**Total Project Cost:**	$201,230.18
Program Fund:	RT-Residential Substance Abuse Treatment for State Prisoners (RSAT)		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Substance Abuse Treatment Facility		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	16.593 - Residential Substance Abuse Treatment for State Prisoners (RSAT)
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Federal Award Date:	9/22/2015
Federal/State Award ID Number:	2015-RT-BX-0025
Total Federal Award/State Funds Appropriated:	$908,404.00

Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The Residential Substance Abuse Treatment (RSAT) Formula Grant Program provides funds to the states, territories, and the District of Columbia for use by the state and units of local government in developing and implementing residential substance abuse treatment programs within correctional and detention facilities in which prisoners are incarcerated for a period of time sufficient to permit substance abuse treatment and after-care programs for those prisoners.

Print This Page

Agency Name: Hidalgo County
Grant/App: 2928002 **Start Date:** 10/1/2016 **End Date:** 6/30/2017

Project Title: Hidalgo County Substance Abuse Treatment Facility
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor (first) to provide direct services to participants to help address individual substance abuse problem. These positions are vital due to their role in the treatment provided to the clients of the Hidalgo County Substance Abuse Facility. fringe is 19%.	$40,704.75	$13,568.25	$0.00	$0.00	$54,273.00	100
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor (second) to provide direct services to participants to help address individual substance abuse problem. These positions are vital due to their role in the treatment provided to the clients of the Hidalgo County Substance Abuse Facility. fringe is 19%.	$30,319.60	$10,106.53	$0.00	$0.00	$40,426.13	100
Personnel	Counselor and/or Therapist (licensed)	Clinical Director to allow the facility to better serve the rising mental health issues that are so often associated with the criminal justice population and substance abuse. Fringe is 19%.	$15,143.82	$5,047.94	$0.00	$0.00	$20,191.76	15
Equipment	Desktop System and Accessories	Educational use for clients to assist them in obtaining their G.E.D.	$1,350.00	$450.00	$0.00	$0.00	$1,800.00	6
Personnel	Education, Financial, and/or Program	G.E.D. Coordinator to provide educational assistance in regards to increasing their grade level by providing academic instruction in writing, reading,	$34,754.47	$11,584.82	$0.00	$0.00	$46,339.29	100

	Specialist	comprehension and mathematic concepts and skills. Fringe is 19%.						
Travel and Training	In-State Incidentals and/or Mileage	Mileage, hotel, and perdiem for travel for continuing education. A total of 40 hours of train per counselor as state rates.	$6,600.00	$2,200.00	$0.00	$0.00	$8,800.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include, but not limited to copy paper, staples, paper clips, pens, copy toners and case folders.	$10,800.00	$3,600.00	$0.00	$0.00	$14,400.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Education/Instructional books or software for clients.	$11,250.00	$3,750.00	$0.00	$0.00	$15,000.00	0

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

DATE: October 18, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY RSAT
ACCOUNT NUMBER: 6-1289-423-00-320-036-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	036-	7-	113		Hidalgo Co RSAT-	Full-Time Employees	85,837.71
6-1289-423-00-320-	036-	7-	211		Hidalgo Co RSAT-	Health Insurance	18,099.45
6-1289-423-00-320-	036-	7-	212		Hidalgo Co RSAT-	Life Insurance	58.28
6-1289-423-00-320-	036-	7-	220		Hidalgo Co RSAT-	FICA	6,566.59
6-1289-423-00-320-	036-	7-	230		Hidalgo Co RSAT-	Retirement	9,845.58
6-1289-423-00-320-	036-	7-	250		Hidalgo Co RSAT-	Unemployment Compensation	515.03
6-1289-423-00-320-	036-	7-	583		Hidalgo Co RSAT-	Out of County Employee Travel	4,950.00
6-1289-423-00-320-	036-	7-	584		Hidalgo Co RSAT-	Registration Fees	1,650.00
6-1289-423-00-320-	036-	7-	610		Hidalgo Co RSAT-	General Supplies	18,300.00
6-1289-423-00-320-	036-	7-	640		Hidalgo Co RSAT-	Reference Materials	3,750.00
6-1289-423-00-320-	036-	7-	660		Hidalgo Co RSAT-	Furnishings & Equipment-Controlled	1,350.00
TOTAL APPROPRIATION							**150,922.64**
6-1289-331-12-320-	036-	7-	000		Funding-Revenues		150,922.64
6-1289-491-01-000-	297	7-	891		Transfer In - SATF (DP)		0.00
TOTAL REVENUES							**150,922.64**

REASON:

To setup the FY2017 Hidalgo County RSAT grant #2928002 from 10/1/2016 to 6/30/2017. The grant has a 25% cash match from the TDCJ-CJAD SATF grant.

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

DATE: October 18, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY RSAT
ACCOUNT NUMBER: 6-1289-423-00-320-036-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-036-7-113	Hidalgo Co RSAT-	Full-Time Employees	28,612.57
6-1289-423-00-320-036-7-211	Hidalgo Co RSAT-	Health Insurance	6,033.15
6-1289-423-00-320-036-7-212	Hidalgo Co RSAT-	Life Insurance	19.42
6-1289-423-00-320-036-7-220	Hidalgo Co RSAT-	FICA	2,188.86
6-1289-423-00-320-036-7-230	Hidalgo Co RSAT-	Retirement	3,281.87
6-1289-423-00-320-036-7-250	Hidalgo Co RSAT-	Unemployment Compensation	171.67
6-1289-423-00-320-036-7-583	Hidalgo Co RSAT-	Out of County Employee Travel	1,650.00
6-1289-423-00-320-036-7-584	Hidalgo Co RSAT-	Registration Fees	550.00
6-1289-423-00-320-036-7-610	Hidalgo Co RSAT-	General Supplies	6,100.00
6-1289-423-00-320-036-7-640	Hidalgo Co RSAT-	Reference Materials	1,250.00
6-1289-423-00-320-036-7-660	Hidalgo Co RSAT-	Furnishings & Equipment-Controlled	450.00
	TOTAL APPROPRIATION		**50,307.54**
6-1297-491-01-000-289-7-891	Interfund Transfer out		50,307.54
6-1297-423-00-320-020-7-630	Food		(50,307.54)
6-1289-391-01-000-297-7-000	Transfer In - SATF (DP)		50,307.54
	TOTAL REVENUES		**50,307.54**

REASON:

To add the 25% cash match to the RSAT from the SATF.

Arnold K. Patrick, Director — Date
Hidalgo County CSCD

Ray Eufracio, CPA — 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

October 21, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$ 150,000.00	Award No. 2800303 Hidalgo County CSCD Re-Entry Court

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10-24-16
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, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 445TH D.C.

Rossana Schettino

From: Rosario Ramirez-Castilleja [rosario.castilleja@hidalgocountycscd.org]
Sent: Wednesday, October 19, 2016 12:20 PM
To: Rossana Schettino
Cc: Deborah Fischer
Subject: CJD grants AI-56940 11/8/16

Importance: High

I have created the agenda item AI-56940 for the CJD grants. Please certify the revenues. Thanks.

Rosario Ramirez-Castilleja
Hidalgo County CSCD
Budget/Fiscal Director
P.O. Box 970
Edinburg, TX 78540
956.587.6009
Fax 956.318.2488

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AI-56940 **Adult Probation** **22. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Court Grant (1289) / District Attorney (1100):
1. Approval to accept the DWI Court grant from the Office of Governor(Criminal Justice Division) in the amount of $166,527.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the DWI Court Grant.
3. Approval of appropriation of funds in the amount of $166,527.00.
4. Approval to authorize the decrease of supplemental pay allowance for the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
127531	Criminal DA (080-002)	0026	Assistant District Attorney IV	$9,730.00	$9,690.00

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

Veterans Court Grant (1289):
1. Approval to accept the Veterans Court grant from the Office of Governor(Criminal Justice Division) in the amount of $95,627.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Veterans Court Grant.
3. Approval of appropriation of funds in the amount of $95,627.00.

Residential Substance Abuse Treatment - (RSAT) (1289):
1. Approval to accept the RSAT grant from the Office of Governor(Criminal Justice Division) in the amout of $201,230.18 for the grant period of 10/1/16 thru 6/30/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the RSAT Grant.
3. Approval of appropriation of funds in the amount of $150,922.64 and the cash match of $50,307.54 for a total of $201,230.18.

Re-Entry Court Grant (1289) / Public Defender / DA's (1100):
1. Approval to accept the Reentry Court grant from the Office of Governor(Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Reentry Court Grant.
3. Approval of appropriation of funds in the amount of $150,000.00.
4. Approval to authorize the decrease of supplemental pay for the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
120227	Public Defender (085-003)	0003	Chief Public Defender	$9,820.00	$9,770.00
077917	Criminal DA (080-002)	0013	Assistant District Attorney IV	$9,800.00	$9,750.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court action.

Misd DWI Court Program Grant (1289) / Public Defender / DA's (1100):
1. Approval to accept the Misd DWI Court grant from the Office of Governor(Criminal Justice Division) in the amount of $224,302.05 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Misd DWI Court Grant.
3. Approval of appropriation of funds in the amount of $224,302.05.
4. Approval to authorize the decrease of supplemental pay for the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
155179	Public Defender (085-003)	0004	First Assistant Public Defender	$9,850.00	$9,820.00
207446	Criminal DA (080-002)	0009	Assistant District Attorney III	$9,750.00	$9,700.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court action.

Mental Health Court Grant (1289) / Public Defender (1100):
1. Approval to accept the Mental Health Court grant from the Office of Governor(Criminal Justice Division) in the amount of $363,600.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Mental Health Court Grant.
3. Approval of appropriation of funds in the amount of $363,600.00.
4. Approval to authorize supplemental pay allowance to the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Proposed Allowance Amount
160954	Public Defender (085-003)	0019	Public Defender III	$9,740.00

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

BACKGROUND

Fiscal Impact

Attachments

Veterans Ct award stmt
Veterans Ct budget details
Veterans Ct appropriation
DWI award stmt

DWI budget details
DWI appropriation
RSAT award smt
RSAT budget details
RSAT appropriation
RSAT cash match appropriation
Reentry award stmt
Reentry budget details
Reentry appropriation
Misd DWI award stmt
Misd DWI budget details
Misd DWI appropriation
Mental Health award stmt
Mental Health budget details
Mental Health appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/19/2016 02:14 PM
Human Resources		
Budget & Management		
Final Approval		
Form Started By: Maria Castilleja		Started On: 10/19/2016 11:48 AM

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2800303	**Award Amount:**	$150,000.00
Date Awarded:	9/8/2016	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 08/31/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2017	**Total Project Cost:**	$150,000.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County CSCD Re-Entry Court		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2017-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$24,960,501.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

Print This Page

Agency Name: Hidalgo County
Grant/App: 2800303 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County CSCD Re-Entry Court
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Assistant	Provide clerical support for the Re-Entry Court Program. Keep track of all referral to the clinical team. Make sure all clinical files are maintained in accordance to HIPPA. Assistant: salary $25,000 and fringe $12,978.62	$31,000.00	$0.00	$0.00	$0.00	$31,000.00	100
Personnel	Attorney	Defense Attorney (1) will provide legal services for all participants.	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor (1) to provide direct services to participants to help address individual substance abuse problems. Aftercare Counselor 1: salary $50,470 and fringe $18,677.35	$67,400.00	$0.00	$0.00	$0.00	$67,400.00	100
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor (2) to provide direct services to participants to help address individual substance abuse problems. Aftercare Counselor 2 (@ 50%): salary 20,000 and fringe $9,583.98	$27,000.00	$0.00	$0.00	$0.00	$27,000.00	50
Personnel	Prosecutor	Prosecutor (1) to represent the state government and its citizens during court proceedings.	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

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

DATE: October 18, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: RE-ENTRY COURT
ACCOUNT NUMBER: 6-1289-423-00-320-044-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	044-	7-	113		Re-Entry Court	Full-Time Employees	89,476.99
6-1289-423-00-320-	044-	7-	117		Re-Entry Court	Supplemental Pay	19,520.00
6-1289-423-00-320-	044-	7-	211		Re-Entry Court	Health Insurance	19,413.45
6-1289-423-00-320-	044-	7-	212		Re-Entry Court	Life Insurance	68.23
6-1289-423-00-320-	044-	7-	220		Re-Entry Court	FICA	8,342.11
6-1289-423-00-320-	044-	7-	230		Re-Entry Court	Retirement	12,503.41
6-1289-423-00-320-	044-	7-	250		Re-Entry Court	Unemployment Compensation	654.28
6-1289-423-00-320-	044-	7-	260		Re-Entry Court	Worker's Compensation	21.53
TOTAL APPROPRIATION							**150,000.00**
6-1289-334-10-320-	044-	7-	000		Funding Revenue FY2017		150,000.00
TOTAL REVENUES							**150,000.00**

REASON:

To setup the FY2017 Re-Entry Court budget from 9/01/2016 to 8/31/2017. Budget #2800303

Comm Ct.

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

October 21, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$224,302.05	Award No. 2881402 Misdemeanor DWI Court Program

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10-24-16
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. | MOE 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.

Rossana Schettino

From: Rosario Ramirez-Castilleja [rosario.castilleja@hidalgocountycscd.org]
Sent: Wednesday, October 19, 2016 12:20 PM
To: Rossana Schettino
Cc: Deborah Fischer
Subject: CJD grants AI-56940 11/8/16

Importance: High

I have created the agenda item AI-56940 for the CJD grants. Please certify the revenues. Thanks.

Rosario Ramirez-Castilleja
Hidalgo County CSCD
Budget/Fiscal Director
P.O. Box 970
Edinburg, TX 78540
956.587.6009
Fax 956.318.2488

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AI-56940 **Adult Probation** **22. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Court Grant (1289) / District Attorney (1100):
1. Approval to accept the DWI Court grant from the Office of Governor(Criminal Justice Division) in the amount of $166,527.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the DWI Court Grant.
3. Approval of appropriation of funds in the amount of $166,527.00.
4. Approval to authorize the decrease of supplemental pay allowance for the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
127531	Criminal DA (080-002)	0026	Assistant District Attorney IV	$9,730.00	$9,690.00

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

Veterans Court Grant (1289):
1. Approval to accept the Veterans Court grant from the Office of Governor(Criminal Justice Division) in the amount of $95,627.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Veterans Court Grant.
3. Approval of appropriation of funds in the amount of $95,627.00.

Residential Substance Abuse Treatment - (RSAT) (1289):
1. Approval to accept the RSAT grant from the Office of Governor(Criminal Justice Division) in the amout of $201,230.18 for the grant period of 10/1/16 thru 6/30/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the RSAT Grant.
3. Approval of appropriation of funds in the amount of $150,922.64 and the cash match of $50,307.54 for a total of $201,230.18.

Re-Entry Court Grant (1289) / Public Defender / DA's (1100):
1. Approval to accept the Reentry Court grant from the Office of Governor(Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Reentry Court Grant.
3. Approval of appropriation of funds in the amount of $150,000.00.
4. Approval to authorize the decrease of supplemental pay for the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
120227	Public Defender (085-003)	0003	Chief Public Defender	$9,820.00	$9,770.00
077917	Criminal DA (080-002)	0013	Assistant District Attorney IV	$9,800.00	$9,750.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court action.

Misd DWI Court Program Grant (1289) / Public Defender / DA's (1100):
1. Approval to accept the Misd DWI Court grant from the Office of Governor(Criminal Justice Division) in the amount of $224,302.05 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Misd DWI Court Grant.
3. Approval of appropriation of funds in the amount of $224,302.05.
4. Approval to authorize the decrease of supplemental pay for the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
155179	Public Defender (085-003)	0004	First Assistant Public Defender	$9,850.00	$9,820.00
207446	Criminal DA (080-002)	0009	Assistant District Attorney III	$9,750.00	$9,700.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court action.

Mental Health Court Grant (1289) / Public Defender (1100):
1. Approval to accept the Mental Health Court grant from the Office of Governor(Criminal Justice Division) in the amount of $363,600.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Mental Health Court Grant.
3. Approval of appropriation of funds in the amount of $363,600.00.
4. Approval to authorize supplemental pay allowance to the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Proposed Allowance Amount
160954	Public Defender (085-003)	0019	Public Defender III	$9,740.00

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

BACKGROUND

Fiscal Impact

Attachments

Veterans Ct award stmt
Veterans Ct budget details
Veterans Ct appropriation
DWI award stmt

DWI budget details
DWI appropriation
RSAT award smt
RSAT budget details
RSAT appropriation
RSAT cash match appropriation
Reentry award stmt
Reentry budget details
Reentry appropriation
Misd DWI award stmt
Misd DWI budget details
Misd DWI appropriation
Mental Health award stmt
Mental Health budget details
Mental Health appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/19/2016 02:14 PM
Human Resources		
Budget & Management		
Final Approval		
Form Started By: Maria Castilleja		Started On: 10/19/2016 11:48 AM

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2881402	**Award Amount:**	$224,302.05
Date Awarded:	9/9/2016	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 08/31/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2017	**Total Project Cost:**	$224,302.05
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	Hidalgo County		
Project Title:	Misdemeanor DWI Court Program		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2017-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$24,960,501.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Resolution: Except for state agencies, each applicant agency must submit a resolution from the applicable governing body (such as the city council, county commissioners' court, school board, or board of directors) electronically using the 'Upload' function in the eGrants system.	6/10/2016			

Print This Page

Agency Name: Hidalgo County
Grant/App: 2881402 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Misdemeanor DWI Court Program
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Attorney	The attorney will provide legal advise and counsel to all participants in the program. Additionally, the attorney will participate in all staffings.	$12,500.00	$0.00	$0.00	$0.00	$12,500.00	15
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse counselor provides direct services to offenders to address individual substance abuse problems. Counselor will also conduct group sessions and participate in program staffings.	$52,761.43	$0.00	$0.00	$0.00	$52,761.43	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	Travel and training expenses for continuing education	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to help in the daily operation of the program.	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
Personnel	Probation Officer	Probation officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts visits as needed and administers drug tests; also attends staffings and court hearings and keeps the judge abreast of participants' progress.	$64,840.01	$0.00	$0.00	$0.00	$64,840.01	100
		Probation officer (2) supervises and monitors the offenders in the program; will provide case management for						

Personnel	Probation Officer	the offenders on the program; officer conducts visits as needed and administers drug tests; also attends staffings and court hearings and keeps the judge abreast of participants' progress.	$67,200.61	$0.00	$0.00	$0.00	$67,200.61	100
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Supplies to drug testing such as urinalysis and breath tester devices.	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
Personnel	Prosecutor	Prosecutor representative from the DA office. Prosecutor reviews the cases for entrance into the program and participates in the staffings.	$12,500.00	$0.00	$0.00	$0.00	$12,500.00	15
Supplies and Direct Operating Expenses	Television / Video System and Accessories ($5,000 or less per unit)	Television to aid in group sessions. Participants will watch documentaries and treatment relates DVD's.	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0

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

DATE: October 18, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: MISD DWI COURT
ACCOUNT NUMBER: 6-1289-423-00-320-046-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-046-7-113	Misd DWI Court	Full-Time Employees	136,908.53
6-1289-423-00-320-046-7-117	Misd DWI Court	Supplemental Pay	19,520.00
6-1289-423-00-320-046-7-211	Misd DWI Court	Health Insurance	22,413.01
6-1289-423-00-320-046-7-212	Misd DWI Court	Life Insurance	82.81
6-1289-423-00-320-046-7-220	Misd DWI Court	FICA	11,970.61
6-1289-423-00-320-046-7-230	Misd DWI Court	Retirement	17,946.79
6-1289-423-00-320-046-7-250	Misd DWI Court	Unemployment Compensation	938.87
6-1289-423-00-320-046-7-260	Misd DWI Court	Worker's Compensation	21.43
6-1289-423-00-320-046-7-583	Misd DWI Court	Out of County Employee Travel	2,100.00
6-1289-423-00-320-046-7-584	Misd DWI Court	Registration Fees	400.00
6-1289-423-00-320-046-7-610	Misd DWI Court	General Supplies	9,000.00
6-1289-423-00-320-046-7-640	Misd DWI Court	Reference Materials	1,000.00
6-1289-423-00-320-046-7-660	Misd DWI Court	Furnishings & Equipment-Controlled	2,000.00
	TOTAL APPROPRIATION		**224,302.05**
6-1289-334-10-320-046-7-000	Funding Revenue FY2017		224,302.05
	TOTAL REVENUES		**224,302.05**

REASON:

To setup the FY2017 Misd DWI Court budget from 9/01/2016 to 8/31/2017. Budget #2881402

Comm Crt.

Arnold K. Patrick, Director — Date — Ray Eufracio, CPA — Date

Hidalgo County CSCD

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

October 21, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$ 363,600.00	Award No. 3046901 Hidalgo County Mental Health Court

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10-24-16
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, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

Rossana Schettino

From: Rosario Ramirez-Castilleja [rosario.castilleja@hidalgocountycscd.org]
Sent: Wednesday, October 19, 2016 12:20 PM
To: Rossana Schettino
Cc: Deborah Fischer
Subject: CJD grants AI-56940 11/8/16

Importance: High

I have created the agenda item AI-56940 for the CJD grants. Please certify the revenues. Thanks.

Rosario Ramirez-Castilleja
Hidalgo County CSCD
Budget/Fiscal Director
P.O. Box 970
Edinburg, TX 78540
956.587.6009
Fax 956.318.2488

Confidentiality Notice This email message, including all the attachments, is for the sole use of the intended recipient(s) and contains confidential information. Unauthorized use or disclosure is prohibited. If you are not the intended recipient, you may not use, disclose, copy or disseminate this information. If you are not the intended recipient, please contact the sender immediately by reply email and destroy all copies of all copies of the original message, including attachments.

AI-56940 **Adult Probation** **22. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Court Grant (1289) / District Attorney (1100):
1. Approval to accept the DWI Court grant from the Office of Governor(Criminal Justice Division) in the amount of $166,527.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the DWI Court Grant.
3. Approval of appropriation of funds in the amount of $166,527.00.
4. Approval to authorize the decrease of supplemental pay allowance for the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
127531	Criminal DA (080-002)	0026	Assistant District Attorney IV	$9,730.00	$9,690.00

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

Veterans Court Grant (1289):
1. Approval to accept the Veterans Court grant from the Office of Governor(Criminal Justice Division) in the amount of $95,627.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Veterans Court Grant.
3. Approval of appropriation of funds in the amount of $95,627.00.

Residential Substance Abuse Treatment - (RSAT) (1289):
1. Approval to accept the RSAT grant from the Office of Governor(Criminal Justice Division) in the amout of $201,230.18 for the grant period of 10/1/16 thru 6/30/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the RSAT Grant.
3. Approval of appropriation of funds in the amount of $150,922.64 and the cash match of $50,307.54 for a total of $201,230.18.

Re-Entry Court Grant (1289) / Public Defender / DA's (1100):
1. Approval to accept the Reentry Court grant from the Office of Governor(Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Reentry Court Grant.
3. Approval of appropriation of funds in the amount of $150,000.00.
4. Approval to authorize the decrease of supplemental pay for the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
120227	Public Defender (085-003)	0003	Chief Public Defender	$9,820.00	$9,770.00
077917	Criminal DA (080-002)	0013	Assistant District Attorney IV	$9,800.00	$9,750.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court action.

Misd DWI Court Program Grant (1289) / Public Defender / DA's (1100):
1. Approval to accept the Misd DWI Court grant from the Office of Governor(Criminal Justice Division) in the amount of $224,302.05 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Misd DWI Court Grant.
3. Approval of appropriation of funds in the amount of $224,302.05.
4. Approval to authorize the decrease of supplemental pay for the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
155179	Public Defender (085-003)	0004	First Assistant Public Defender	$9,850.00	$9,820.00
207446	Criminal DA (080-002)	0009	Assistant District Attorney III	$9,750.00	$9,700.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court action.

Mental Health Court Grant (1289) / Public Defender (1100):

1. Approval to accept the Mental Health Court grant from the Office of Governor(Criminal Justice Division) in the amount of $363,600.00 for the grant period of 9/1/16 thru 8/31/17.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Mental Health Court Grant.
3. Approval of appropriation of funds in the amount of $363,600.00.
4. Approval to authorize supplemental pay allowance to the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Proposed Allowance Amount
160954	Public Defender (085-003)	0019	Public Defender III	$9,740.00

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

BACKGROUND

Fiscal Impact

Attachments

Veterans Ct award stmt
Veterans Ct budget details
Veterans Ct appropriation
DWI award stmt

DWI budget details
DWI appropriation
RSAT award smt
RSAT budget details
RSAT appropriation
RSAT cash match appropriation
Reentry award stmt
Reentry budget details
Reentry appropriation
Misd DWI award stmt
Misd DWI budget details
Misd DWI appropriation
Mental Health award stmt
Mental Health budget details
Mental Health appropriation

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Inbox	Reviewed By	Date
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Human Resources		
Budget & Management		
Final Approval		
Form Started By: Maria Castilleja		Started On: 10/19/2016 11:48 AM

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The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3046901	**Award Amount:**	$363,600.00
Date Awarded:	9/20/2016	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 08/31/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2017	**Total Project Cost:**	$363,600.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Mental Health Court		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2017-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$24,960,501.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Other Condition of Funding. During FY 2017 CJD will allow your agency to use the Addition Method to add generated program income to the project budget in an amount up to $60,000.00 (if applicable), resulting in an overall increase in the approved budget. Unless CJD grants a waiver, once this amount has been reached further collected generated program income must be applied using the Deduction Method, which will begin to reduce the OOG award amount. Requests to increase the maximum amount allowed using the Addition Method will be reviewed on a case-by-case basis. All generated program income must be reported to CJD through a formal grant adjustment to secure CJD approval prior to use of the program income.	7/7/2016		✓	
12-Step Programs: Courts have ruled that these programs are considered inherently religious. As such, OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials. For more information, click here to download a list of FAQs.	7/7/2016		✓	
SID Number: Grantee is required to report the State Offender Identification (SID) number for all graduates as part of the end-of-year progress report to the Public Policy Research Institute (PPRI) at Texas A & M University.	7/7/2016		✓	
Other Condition of Funding. A revised resolution signed by the County Commissioner's Court will need to be scanned and uploaded into eGrants.	7/8/2016		✓	

Print This Page

Agency Name: Hidalgo County
Grant/App: 3046901 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County Mental Health Court
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Attorney	Defense Attorney (1) will provide legal services for all participants. Salary: $12,500.00 Fringe: None Hours: 4-6 hours a week	$12,500.00	$0.00	$0.00	$0.00	$12,500.00	15
Personnel	Coordinator	The registered nurse will be responsible for the following all the prescriptions given to the participants by the Psychiatrist. The RN provide medication management by submitting the prescription to the pharmacy and once the medication is received, he/she will be responsible for dispensing the medication to participants. Salary: approx $52,000.00 a year Fringe: $16,000.00 Hours: 40 hours a week	$68,000.00	$0.00	$0.00	$0.00	$68,000.00	100
Personnel	Counselor and/or Therapist (licensed)	Licensed Professional Counselor (LPC) will provide assessments for the participants as well as counseling services to the participants of the program, according to their needs. Salary: $49,000 a year. Fringe: $17,000 a year. Hours: 40 hours a week	$65,600.00	$0.00	$0.00	$0.00	$65,600.00	100
Personnel	Prosecutor	The prosecutor will ensure that laws are being followed and that the interest of the community as well as public safety is	$12,500.00	$0.00	$0.00	$0.00	$12,500.00	15

		ensured. Salary: $12,500.00 Fringe: none Hours: 4-6 hours a week						
Personnel	Psychologist	Clinical Psychologist will oversee the treatment of the Mental Health Court as well as participate in the staffings in order to provide expertise and consulting services. Salary: 12,000 per year Fringe: $3000.00 per year Hours: 4-6 hours a week	$15,000.00	$0.00	$0.00	$0.00	$15,000.00	15
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Advocacy in the form of psychotropic medication. Many of the participants in the program will not have access to health care and insurance. The department will provide psychotropic medications to all participants who cannot afford it through its contract with a local pharmacy. The RN will keep track of all medications ordered and the budget office will also keep track of all invoices for medication. 6/25/2015: The proposed MH court will be contracting with a local pharmacy to provide all psychotropic medication for the participants in the court. At this point, since the court is not operational yet, we do not have a specific information about the possible vendor or vendors. As soon as we get confirmation that the proposed MH court will be funded, we will seek bids and/or quotes from local pharmacies.	$120,000.00	$0.00	$0.00	$0.00	$120,000.00	0
		Advocacy in the form of a Psychiatrist. Many of the participants in the program will not have access to proper health care and health insurance. The Mental						

Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Health Court will contact with a local Psychiatrist to provide mental health services as well as psychotropic medications to all participants who are not able to afford their own. The probation officer and the counselor will refer participants and the budget office will keep track of all invoices for Psychiatrist services. 6/25/15: The proposed MH court will seek the services of a licensed Psychiatrist to provide mental health and medical care to its participants. At this time, the court is not operational and we do not have a Psychiatrist yet. As soon as funding is secured for the specialized court, we will seek bids and/or quotes from local Psychiatrist.	$70,000.00	$0.00	$0.00	$0.00	$70,000.00	0

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

DATE: October 18, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: MENTAL HEALTH COURT
ACCOUNT NUMBER: 6-1289-423-00-320-047-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	047-	7-	113		Mental Health Court	Full-Time Employees	113,810.56
6-1289-423-00-320-	047-	7-	117		Mental Health Court	Supplemental Pay	19,480.00
6-1289-423-00-320-	047-	7-	211		Mental Health Court	Health Insurance	13,949.70
6-1289-423-00-320-	047-	7-	212		Mental Health Court	Life Insurance	54.28
6-1289-423-00-320-	047-	7-	220		Mental Health Court	FICA	10,200.55
6-1289-423-00-320-	047-	7-	230		Mental Health Court	Retirement	15,283.39
6-1289-423-00-320-	047-	7-	250		Mental Health Court	Unemployment Compensation	800.04
6-1289-423-00-320-	047-	7-	260		Mental Health Court	Worker's Compensation	21.48
6-1289-423-00-320-	047-	7-	331		Mental Health Court	Physician Services	70,000.00
6-1289-423-00-320-	047-	7-	337		Mental Health Court	Pharmaceutical Services	120,000.00
TOTAL APPROPRIATION							**363,600.00**
6-1289-334-10-320-	047-	7-	000		Funding Revenue FY2017		363,600.00
TOTAL REVENUES							**363,600.00**

REASON:

To setup the FY2017 Mental Health Court budget from 9/01/2016 to 8/31/2017. Budget #3046901

Comm Crt.

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
OCT 24 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 10/20/016

CURRENT POSITION TITLE: ASSISTANT DISTRICT ATTORNEY IV CURRENT SLOT #: 002-0026

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY IV

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Decreasing supplemental pay

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

POSITION SALARY REQUEST:

Supplemental Salary:)

$ 9,730.00 Current Budgeted Salary $ 9,690.00 Proposed Budgeted Salary $ (40.00) Net Change

Position to be funded from one of the following:

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

☒ Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt ☒
Non-Exempt ☐
N/A ☐

FLSA:
Exempt ☒
Non-Exempt ☐

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

The decrease in supplemental pay is required to cover the comply with 2017 budget.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/21/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	10/24/2016 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/25/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085-003) DATE: 10/21/2016

CURRENT POSITION TITLE: CHIEF PUBLIC DEFENDER CURRENT SLOT #: 0003

REQUESTED POSITION TITLE: CHIEF PUBLIC DEFENDER

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DECREASE IN SUPPLEMENTAL PAY

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

POSITION SALARY REQUEST:

Allowance Amount:

$ 9,820.00	$ 9,770.00 ~~9,750.00~~	$ (50.00) ~~(70.00)~~
Current Allowance Amount	Proposed Allowance Amount	Net Change

Position to be funded from one of the following:

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

[X] Other ADULT PROBATION - RECLASS OF EXPENDITURES TO RE-ENTRY COURT GRANT (6-1289-423-00-320-044-7-XXX).

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

THE RE-ENTRY GRANT ALLOCATES FUNDING FOR PERSONNEL COSTS ASSCOCIATED WITH ONE DEFENSE ATTORNEY POSITION OR REPRESENTATIVE FROM THE PUBLIC DEFENDER'S OFFICE WHO PROVIDES LEGAL SERVICES TO OFFENDERS WHO HAVE PARTICIPATED IN THE SAFETY NOW PROGRAM AND HAVE BEEN RELEASED AND ARE PLACED ON PROBATION; UNDER THIS PROGRAM THE OFFENDERS ARE LEGALY OBLICGATED TO REPORT TO A DISTRICT JUDGE & PROSECUTOR EVERY TWO WEEKS TO BE MONITORED FOR SUCCESSFUL TRANSITIONS INTO COMMUNITY LIFE.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/21/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	10/24/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/25/2016 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 24 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 10/20/016

CURRENT POSITION TITLE: ASSISTANT DISTRICT ATTORNEY IV CURRENT SLOT #: 002-013

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY IV

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Decreasing supplemental pay

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

POSITION SALARY REQUEST:

Supplemental Salary:

$ 9,800.00	$ 9,750.00	$ (50.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [X]
Non-Exempt [ ]

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

The decrease in supplemental pay is required to comply with 2017 budget.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 10/21/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	Date 10/24/2016	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date 10/25/2016	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085-003) DATE: 10/21/2016

CURRENT POSITION TITLE: 1st ASSISTANT PUBLIC DEFENDER CURRENT SLOT #: 0004

REQUESTED POSITION TITLE: 1st ASSISTANT PUBLIC DEFENDER

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Decrease in Supplement Pay

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

POSITION SALARY REQUEST:

Allowance Amount:

$ 9,850.00	$ 9,820.00	$ (30.00)
Current Allowance Amount	Proposed Allowance Amount	Net Change

Position to be funded from one of the following:

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

[X] Other ADJUST PROBATION - RECLASS OF EXPENDITURES TO MISD DWI COURT GRANT (6-1289-423-00-320-046-7-XXX).

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [X]
Non-Exempt [ ]

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

THE MISD DWI COURT GRANT ALLOCATES FUNDING FOR PERSONNEL COSTS ASSOCIATED WITH ONE DEFENSE ATTORNEY POSITION OR REPRESENTATIVE FROM THE PUBLIC DEFENDER'S OFFICE WHO PROVIDES LEGAL SERVICES TO OFFENDERS WHO ARE PARTICIPATING IN THE PROGRAM. ALL PHASE ONE PARTICIPANTS MUST ATTEND EVERY MONDAY MORNING COURT IN THE COUNTY COURT AT LAW #2, AS MANDATED.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/21/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	10/24/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/25/16 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 24 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 10/20/2016

CURRENT POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III CURRENT SLOT #: 002-0009

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Decreasing supplemental pay

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

POSITION SALARY REQUEST:

Allowance Amount:

$ 9,750.00	$ 9,700.00	$ (50.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☒ Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt ☒
Non-Exempt ☐
N/A ☐

FLSA:
Exempt ☒
Non-Exempt ☐

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

The decrease in supplemental pay is required to comply with the 2017 budget.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/21/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	10/24/2016 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/25/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085-003) DATE: 10/21/2016

CURRENT POSITION TITLE: PUBLIC DEFENDER III CURRENT SLOT #: 0019

REQUESTED POSITION TITLE: PUBLIC DEFENDER III

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other AUTHORIZE SUPPLEMENTAL PAY

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

POSITION SALARY REQUEST:

Allowance Amount:

$ 0.00	$ 9,740.00	$ 9,740.00
Current Allowance Amount	Proposed Allowance Amount	Net Change

Position to be funded from one of the following:

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

[X] Other ADULT PROBATION - RECLASS OF EXPENDITURES TO MENTAL HEALTH COURT GRANT (6-1289-423-00-320-047-7-XXX).

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [X]
Non-Exempt [ ]

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

THE MENTAL HEALT COURT GRANT ALLOCATES FUNDING FOR PERSONNEL COSTS ASSOCIATED WITH ONE DEFENSE ATTORNEY POSITION OR REPRESENTATIVE FROM THE PUBLIC DEFENDER'S OFFICE WHO PROVIDES LEGAL SERVICES TO OFFENDERS WHO ARE PARTICIPATING IN THE PROGRAM.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/21 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	10/24/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/20/2016 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

AI-56995 **Adult Probation** **15. B.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

Domestic Violence Court Grant (1289) / Public Defender (1100):
1. Approval to accept the Domestic Violence Court Grant from the Office of Governor (Criminal Justice Division) in the amount of $183,206.00 for the grant period 9/1/16 thru 8/31/17
2. Approval of certification of revenues as approved by the County Auditor's Office for the Domestic Violence Court Grant
3. Approval of appropriation of funds in the amount of $183,206.00.
4. Approval to authorize supplemental pay allowance to the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Proposed Allowance Amount
196673	085-003 (Public Defender)	0001	Public Defender IV	$11,750.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court Action.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

PAYMENT OF SUPPLEMENTAL PAY ALLOWANCE AND RELATED FRINGE BENEFITS TO BE PAID FROM THE GENERAL FUND ACCOUNT. EXPENDITURES ARE ON A REIMBURSEMENT BASIS AND WILL BE RECLASSIFIED TO THE GRANT FUND ONCE REIMBURSEMENT IS RECEIVED.

GRANT FISCAL YEAR: 2017
COUNT CALENDAR YEAR: 2016
GRANT PERIOD: 09/01/16 - 08/31/17

Attachments

Domestic Violence award stmt
Domestic Violence budget details
Appropriation
COR
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2016 10:01 AM
Human Resources	Diana Munoz	10/21/2016 11:58 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM

Form Started By: Maria Castilleja Started On: 10/21/2016 08:41 AM
Final Approval Date: 10/21/2016

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3110401	**Award Amount:**	$183,206.00
Date Awarded:	10/19/2016	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 08/31/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2017	**Total Project Cost:**	$183,206.00
Program Fund:	DZ-Edward Byrne Memorial Justice Assistance Grant Program [DJ clone]		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Domestic Violence Court		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	16.738 - Edward Byrne Memorial Justice Assistance Grant Program [DJ clone]
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Federal Award Date:	9/23/2015
Federal/State Award ID Number:	2015-DJ-BX-0956
Total Federal Award/State Funds Appropriated:	$12,350,323.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)

Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

Print This Page

Agency Name: Hidalgo County
Grant/App: 3110401 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County Domestic Violence Court
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Certified Peace Officer - All Others	Defense Attorney (1) will provide legal services for all participants. Salary: $15,000.00 Fringe: None Hours: 4-6 hours a week	$15,000.00	$0.00	$0.00	$0.00	$15,000.00	15
Personnel	Counselor and/or Therapist (licensed)	Licensed Professional Counselor (LPC) will provide assessments for the participants as well as counseling services to the participants of the program, according to their needs. Salary: $51,984 a year. Fringe: $17,004 a year. Hours: 40 hours a week	$68,988.00	$0.00	$0.00	$0.00	$68,988.00	100
Personnel	Manager	Court Coordinator to handle all docket information, scheduling and other court related duties. Salary approx. $15,000 Fringe: None 6-8 hours a week	$15,000.00	$0.00	$0.00	$0.00	$15,000.00	20
Personnel	Probation Officer	Probation Officer will provide supervision for the participants in the program. The officer will monitor the progress of the offenders in the program and provide case management. Salary: approx $52,177 Fringe: $17,041 Hours: 40 hours a week	$69,218.00	$0.00	$0.00	$0.00	$69,218.00	100
Personnel	Prosecutor	The prosecutor will ensure that laws are being followed and that the interest of the community as well as public safety is ensured. Salary: $15,000 Fringe: none Hours: 4-6 hours a week	$15,000.00	$0.00	$0.00	$0.00	$15,000.00	15

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

DATE: October 21, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: DOMESTIC VIOLENCE COURT
ACCOUNT NUMBER: 6-1289-423-00-320-048-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	048-	7-	113		Domestic Violence Court	Full-Time Employees	105,128.63
6-1289-423-00-320-	048-	7-	117		Domestic Violence Court	Supplemental Pay	35,220.00
6-1289-423-00-320-	048-	7-	211		Domestic Violence Court	Health Insurance	15,069.69
6-1289-423-00-320-	048-	7-	212		Domestic Violence Court	Life Insurance	61.01
6-1289-423-00-320-	048-	7-	220		Domestic Violence Court	FICA	10,743.58
6-1289-423-00-320-	048-	7-	230		Domestic Violence Court	Retirement	16,101.61
6-1289-423-00-320-	048-	7-	250		Domestic Violence Court	Unemployment Compensation	842.63
6-1289-423-00-320-	048-	7-	260		Domestic Violence Court	Worker's Compensation	38.85
					TOTAL APPROPRIATION		**183,206.00**
6-1289-334-10-320-	048-	0	000		Funding Revenue FY2017		183,206.00
					TOTAL REVENUES		**183,206.00**

REASON:

To setup the FY2017 Domestic Violence Court budget from 9/01/2016 to 8/31/2017. Budget #3110401

Comm Crt.

Arnold K. Patrick, Director — Date — Ray Eufracio, CPA — Date

Hidalgo County CSCD

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

October 21, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$ 183,206.00	Award No. 3110401 Hidalgo County Domestic Violence Court

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10-24-16
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, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

Rossana Schettino

From: Rosario Ramirez-Castilleja [rosario.castilleja@hidalgocountycscd.org]
Sent: Friday, October 21, 2016 11:43 AM
To: Rossana Schettino
Cc: Deborah Fischer
Subject: Domestic Court Violence grant

Please certify the revenues for the Domestic Violence Court Grant. I have submitted agenda item #56995.

Rosario Ramirez-Castilleja
Hidalgo County CSCD
Budget/Fiscal Director
P.O. Box 970
Edinburg, TX 78540
956.587.6009
Fax 956.318.2488

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AI-56995 **Adult Probation** **16. B.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

Domestic Violence Court Grant (1289) / Public Defender / Criminal DA (1100):
1. Approval to accept the Domestic Violence Court Grant from the Office of Governor (Criminal Justice Division) in the amount of $183,206.00 for the grant period 9/1/16 thru 8/31/17
2. Approval of certification of revenues as approved by the County Auditor's Office for the Domestic Violence Court Grant
3. Approval of appropriation of funds in the amount of $183,206.00.
4. Approval to authorize supplemental pay allowance to the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Proposed Allowance Amount
196673	085-003 (Public Defender)	0001	Public Defender IV	$11,750.00
210170	080-002 (Criminal DA)	0010	Assistant District Attorney III	$11,720.00

5. Approval to revise the salary schedules in accordance with Commissioners' Court Action.

BACKGROUND

Fiscal Impact

Attachments

Domestic Violence award stmt

Domestic Violence budget details

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2016 10:01 AM
Human Resources	Diana Munoz	10/21/2016 11:58 AM
Final Approval		
Form Started By: Maria Castilleja		Started On: 10/21/2016 08:41 AM

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3110401	**Award Amount:**	$183,206.00
Date Awarded:	10/19/2016	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 08/31/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2017	**Total Project Cost:**	$183,206.00
Program Fund:	DZ-Edward Byrne Memorial Justice Assistance Grant Program [DJ clone]		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Domestic Violence Court		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	16.738 - Edward Byrne Memorial Justice Assistance Grant Program [DJ clone]
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Federal Award Date:	9/23/2015
Federal/State Award ID Number:	2015-DJ-BX-0956
Total Federal Award/State Funds Appropriated:	$12,350,323.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)

Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

Print This Page

Agency Name: Hidalgo County
Grant/App: 3110401 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County Domestic Violence Court
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Certified Peace Officer - All Others	Defense Attorney (1) will provide legal services for all participants. Salary: $15,000.00 Fringe: None Hours: 4-6 hours a week	$15,000.00	$0.00	$0.00	$0.00	$15,000.00	15
Personnel	Counselor and/or Therapist (licensed)	Licensed Professional Counselor (LPC) will provide assessments for the participants as well as counseling services to the participants of the program, according to their needs. Salary: $51,984 a year. Fringe: $17,004 a year. Hours: 40 hours a week	$68,988.00	$0.00	$0.00	$0.00	$68,988.00	100
Personnel	Manager	Court Coordinator to handle all docket information, scheduling and other court related duties. Salary approx. $15,000 Fringe: None 6-8 hours a week	$15,000.00	$0.00	$0.00	$0.00	$15,000.00	20
Personnel	Probation Officer	Probation Officer will provide supervision for the participants in the program. The officer will monitor the progress of the offenders in the program and provide case management. Salary: approx $52,177 Fringe: $17,041 Hours: 40 hours a week	$69,218.00	$0.00	$0.00	$0.00	$69,218.00	100
Personnel	Prosecutor	The prosecutor will ensure that laws are being followed and that the interest of the community as well as public safety is ensured. Salary: $15,000 Fringe: none Hours: 4-6 hours a week	$15,000.00	$0.00	$0.00	$0.00	$15,000.00	15

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

DATE: October 21, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: DOMESTIC VIOLENCE COURT
ACCOUNT NUMBER: 6-1289-423-00-320-048-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-048-7-113	Domestic Violence Court	Full-Time Employees	105,128.63
6-1289-423-00-320-048-7-117	Domestic Violence Court	Supplemental Pay	35,220.00
6-1289-423-00-320-048-7-211	Domestic Violence Court	Health Insurance	15,069.69
6-1289-423-00-320-048-7-212	Domestic Violence Court	Life Insurance	61.01
6-1289-423-00-320-048-7-220	Domestic Violence Court	FICA	10,743.58
6-1289-423-00-320-048-7-230	Domestic Violence Court	Retirement	16,101.61
6-1289-423-00-320-048-7-250	Domestic Violence Court	Unemployment Compensation	842.63
6-1289-423-00-320-048-7-260	Domestic Violence Court	Worker's Compensation	38.85
	TOTAL APPROPRIATION		**183,206.00**
6-1289-334-10-320-048-0-000	Funding Revenue FY2017		183,206.00
	TOTAL REVENUES		**183,206.00**

REASON:

To setup the FY2017 Domestic Violence Court budget from 9/01/2016 to 8/31/2017. Budget #3110401

Comm Crt.

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085-003) DATE: 10/21/2016

CURRENT POSITION TITLE: PUBLIC DEFENDER IV CURRENT SLOT #: 001

REQUESTED POSITION TITLE: PUBLIC DEFENDER IV

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other AUTHORIZE SUPPLEMENTAL PAY

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

POSITION SALARY REQUEST:

Allowance Amount:

$ 0.00	$ 11,750.00	$ 11,750.00
Current Allowance Amount	Proposed Allowance Amount	Net Change

Position to be funded from one of the following:

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

[X] Other ADULT PROBATION - RECLASS OF EXPENDITURES TO DOMESTIC VIOLENCE COURT GRANT (6-1289-423-00-320-048-7-XX)

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

THE DOMESTICE VIOLENCE COURT GRANT ALLOCATES FUNDING FOR PERSONNEL COSTS ASSOCIATED WITH ONE DEFENSE ATTORNEY POSITION OR REPRESENTATIVE FROM THE PUBLIC DEFENDER'S OFFICE WHO PROVIDES LEGAL SERVICES TO OFFENDERS WHO ARE PARTICIPATING IN THE PROGRAM.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/24/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	10/24/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/25/2016 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

AI-57029 **Urban County** **16. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting approval of an Interlocal Agreement between Hidalgo County and (18) program participants within Hidalgo County including cities and public housing authorities, for the development of the Affirmatively Furthering Fair Housing Plan.
2. Requesting authorization for County Judge to sign any and all required documents.

BACKGROUND

In July of 2015 the U.S. Dept. of Housing and Urban Development (HUD) issued a Final Rule on Affirmatively Furthering Fair Housing. HUD's new rule was meant to clarify and simplify existing fair housing obligations and create a more streamlined planning process. This assessment, known as Assessment to the Fair Housing (AFH), will assist communities analyze challenges to fair housing and assist in identifying their own goals and priorities to address fair housing barriers.

Acknowledging that fair housing issues cross jurisdictional boundaries, HUD encourages collaboration between program participants as well as among Public Housing Agencies (PHAs) and local governments in order to perform and submit a single regional Assessment of Fair Housing (AFH). Collaborative regional planning can be a useful approach to coordinate solutions for overcoming identified fair housing issues and contributing factors.

Consequently, the five local HUD entitlement communities of Hidalgo County (Urban County Program), City of McAllen, City of Edinburg, City of Mission and the City of Pharr, chose to collaborate on a regional AFH. Soon thereafter, the entitlement communities invited all the Hidalgo County PHAs to upcoming meetings. After positive and productive discussions, the PHAs agreed to participate. As a result, the first step in the collaboration of a regional AFH process is having a interlocal agreement.

PARTICIPANTS

City of Edinburg, City of McAllen, City of Mission, City of Pharr, County of Hidalgo, Housing Authority for the City of Alamo, Housing Authority for the City of Donna, Housing Authority for the City of Edcouch, Housing Authority for the City of Elsa, Housing Authority for the City of Edinburg, Housing Authority for the City of Hidalgo, Housing Authority for the City of La Joya, Housing Authority for the City of McAllen, Housing Authority for the City of Mercedes, Housing Authority for the City of Mission, Housing Authority for the City of Pharr, Housing Authority for the City of San Juan, Housing Authority for the City of Weslaco and the Housing Authority for the City of Hidalgo

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By Steve Crain
Date: October 11, 2016

Fiscal Impact

Attachments

AFFH Fact Sheet
AFH Interlocal Coop Agreement
Press Release HUD Final Rule Fair Housing

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2016 04:40 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Olga Lerma		Started On: 10/21/2016 04:21 PM
Final Approval Date: 10/21/2016		

AFFH FACT SHEET:

HOW PROGRAM PARTICIPANTS CAN COLLABORATE ON THEIR AFH SUBMISSIONS

HUD encourages program participants to collaborate between and among Public housing agencies (PHAs), local governments, States, and Insular Areas to conduct and submit a single Assessment of Fair Housing (AFH), through either a joint or regional AFH. See 24 CFR §§ 5.152 and 5.156.

WHY COLLABORATE?

Not only do many fair housing issues cross jurisdictional boundaries, but all program participants will be required to conduct a regional analysis whether or not they choose to work with regional partners. As such, there may be resource savings and less duplication of effort by working with partners. Working regionally may help program participants ensure that their goals are consistent, collaborative, and innovative, thereby making their goals more likely to be effective.

TYPES OF COLLABORATION

Collaborating program participants need not be located in contiguous jurisdictions and may cross State boundaries, provided that the collaborating program participants are located within the same Core Based Statistical Area (CBSA), as defined by the United States Office of Management and Budget (OMB), at the time of submission of the AFH. If program participants are either not located in the same CBSA or not located in the same State, they must submit a written request for HUD's approval of their collaboration on a joint or regional AFH. Under any circumstance, collaborating program participants must designate, through express written consent, one participant as the lead entity to oversee the joint or regional AFH on behalf of all collaborating program participants.

JOINT PARTICIPANTS: Refers to two or more program participants conducting and submitting a single AFH (a joint AFH). Joint participants may include local jurisdictions, States, Insular Areas, or PHAs.

REGIONALLY COLLABORATING PARTICIPANTS: Refers to joint participants, at least two of which are Consolidated Plan program participants, conducting and submitting a single AFH (regional AFH).

OPTIONS FOR COLLABORATION

CONSOLIDATED PLAN PROGRAM PARTCIPANTS

- Regionally complete and submit an AFH with another jurisdiction (may include PHAs);
- Jointly complete and submit an AFH with another jurisdiction or with a local PHA; or
- Complete and submit an AFH individually.

PUBLIC HOUSING AUTHORITIES

- Jointly or regionally complete and submit an AFH with a local jurisdiction or State entity;
- Jointly complete and submit the AFH with another PHA; or
- Complete and submit an AFH individually

IDENTIFYING A LEAD ENTITY

Collaborating program participants must designate, through express written consent, one participant as the lead entity to oversee the submission of the joint or regional AFH on behalf of all collaborating program participants. Program participants that intend to collaborate must notify their HUD field office representative and provide a copy of the collaboration agreement. A variety of regional institutions may be involved in the AFH planning process. However, the lead entity for a joint or regional AFH must be a designated program participant that is responsible for overseeing the submission of the AFH on behalf of all collaborating program participants.

COORDINATING SUBMISSION DEADLINES

To the extent practicable, in order to coordinate planning process and submission dates, all collaborating program participants must be on the same program year and/or fiscal year (as applicable) before submission of the joint AFH or regional AFH. HUD may approve a change in program or fiscal year to facilitate a regional or joint AFH. See 24 CFR § 5.156.

- A Consolidated Plan program participant may change its Consolidated Plan program participant program year start dates by notifying HUD at least two months before the date the program year would have ended if it had not been lengthened or at least two months before the end of a proposed shortened program year, as described in if necessary, are described in 24 CFR § 91.15. Program participants may also change the year that the housing, and homeless needs assessment, market analysis, and strategic plan must be submitted if agreed upon by HUD and the jurisdiction in order to coordinate with time periods used for other plans. See 24 CFR § 91.15.
- The applicable procedures for changing PHA fiscal year beginning dates, if necessary, are described in 24 CFR part 903.
- If alignment of a program year or fiscal year is not practicable, the submission deadline for a joint AFH or regional AFH must be based on the designated lead entity's program year start date or fiscal year beginning date (as applicable), as provided in § 5.160(c).
- Within 12 months after the date of AFH acceptance, each collaborating program participant that has a program year start date, or fiscal year beginning date, earlier than the designated lead entity must make appropriate revisions to its full Consolidated Plan (as described in 24 CFR § 91.15(b)(2) of this chapter), or PHA Plan and any plan incorporated therein, to incorporate strategies and proposed actions consistent with the fair housing goals, issues, and other elements identified in the joint AFH or regional AFH.

AFH SUBMISSION REQUIREMENTS

When submitting a joint or regional AFH, collaborating program participants may divide work as they choose, but all program participants are accountable for the analysis and any joint goals and priorities, and each collaborating program participant must sign the AFH submitted to HUD. The authorized representative of each program participant must sign and date the certification. Collaborating program participants are also accountable for their individual analysis, goals, and priorities to be included in the collaborative AFH. In identifying contributing factors and setting priorities and goals, these program participants can address fair housing issues that transcend jurisdiction lines, but must also conduct an analysis specific to their own geographic area. The deadline for submission for collaborating program participants is determined according to the lead entity's schedule.

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT AMONG CITY OF EDINBURG, CITY OF MCALLEN, CITY OF MISSION, CITY OF PHARR, COUNTY OF HIDALGO, HOUSING AUTHORITY FOR THE CITY OF ALAMO, HOUSING AUTHORITY FOR THE CITY OF DONNA, HOUSING AUTHORITY FOR THE CITY OF EDCOUCH, HOUSING AUTHORITY FOR THE CITY OF ELSA, HOUSING AUTHORITY FOR THE CITY OF EDINBURG, HOUSING AUTHORITY FOR THE CITY OF HIDALGO, HOUSING AUTHORITY FOR THE CITY OF LA JOYA, HOUSING AUTHORITY FOR THE CITY OF MCALLEN, HOUSING AUTHORITY FOR THE CITY OF MERCEDES, HOUSING AUTHORITY FOR THE CITY OF MISSION, HOUSING AUTHORITY FOR THE CITY OF PHARR, HOUSING AUTHORITY FOR THE CITY OF SAN JUAN, HOUSING AUTHORITY FOR THE CITY OF WESLACO AND HOUSING AUTHORITY FOR THE COUNTY OF HIDALGO

THIS AGREEMENT, entered this _____ day of _____, 2016 by and among the City of Edinburg, City of McAllen, City of Mission, City of Pharr, County of Hidalgo, Housing Authority for the City of Alamo, Housing Authority for the City of Donna, Housing Authority for the City of Edcouch, Housing Authority for the City of Elsa, Housing Authority for the City of Edinburg, Housing Authority for the City of Hidalgo, Housing Authority for the City of La Joya, Housing Authority for the City of McAllen, Housing Authority for the City of Mercedes, Housing Authority for the City of Mission, Housing Authority for the City of Pharr, Housing Authority for the City of San Juan, Housing Authority for the City of Weslaco and Housing Authority for the County of Hidalgo (collectively the "Program Participants"), pursuant to the provisions of the Texas Interlocal Cooperation Act as follows:

WHEREAS, Lead Entity**,** as hereinafter defined, is a consolidated plan program participant with a program year start date of July 1 and Lead Entity's next 5-year consolidated plan cycle will begin in 2018.

WHEREAS, the Program Participants agree to adopt the FY 2018 - 2022 Assessment of Fair Housing Plan (herein called the "AFH") on or before July 1, 2018.

WHEREAS, Program Participants are subject to affirmatively furthering fair housing requirements found at 24 CFR §5.150 through §5.180 and required to submit an AFH; and

WHEREAS, the Program Participants wish to collaborate to submit one AFH for all program participants;

NOW, THEREFORE, it is agreed between the Program Participants hereto as follows:

I. LEAD ENTITY

Hidalgo County acting by and through its Urban County Program will serve as the Lead Entity and Fiscal Agent of the Program Participants in the collaboration for the preparation and submission of the AFH on behalf of all Program Participants.

II. PROGRAM YEAR/FISCAL YEAR ALIGNMENT

Program Participants will not align their Consolidated Plan or Public Housing Authority Plan fiscal year start dates. Nevertheless, the AFH will be submitted in accordance with the Lead Entity's Consolidated Plan program year start date.

III. CONSOLIDATED PLANNING/PHA PLANNING CYCLE ALIGNMENT

Program Participants will not align their Consolidated Planning or Public Housing Authority Planning cycles. Nevertheless, the AFH will be submitted in accordance with the Lead Entity's Consolidated Plan cycle.

IV. ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS

A. ASSESSMENT OF FAIR HOUSING

Program Participants will perform tasks of completion of the AFH collaboratively. The responsibilities of the Program Participants in completion of the AFH are stated in and as provided in EXHIBIT A: ROLES AND RESPONSBILITIES; attached hereto and incorporated herein at this point for all purposes.

B. SUBMISSION OF AFH

Lead Entity will submit to HUD the AFH on behalf of all Program Participants.

C. PERFORMANCE

Program Participants are expected to perform in accordance with AFH regulations and are required to provide local data and local knowledge applicable to the constituency served by each Program Participant.

V. INCLUSION

A CDBG Entitlement Community or Public Housing Authority located within Hidalgo County that is not identified within this Agreement may opt to collaborate in the development and submission of AFH with a written notice addressed to the Lead Entity and submitted no later than January 1, 2017. The Lead Entity will subsequently notify Program Participants and HUD of any inclusion request.

VI. WITHDRAWAL

Any Program Participant may withdraw from the development and submission of the AFH under this Agreement with a written 30-day notice to the Lead Entity together with a copy of the U.S. Department of Housing and Urban Development no later than January 1, 2017. Lead Entity will notify Program Participants and HUD of the withdrawal notice, if any.

VII. AFH DEVELOPMENT OPERATION

A. EXECUTIVE COMMITTEE APPOINTMENT

An Executive Committee shall be formed for the development of the AFH consisting of ten (10) members to be appointed one each by the following Program Participants: City of Edinburg, City of McAllen, City of Mission, City of Pharr, Hidalgo County, Housing Authority for the City of Edinburg, Housing Authority for the City of McAllen, Housing Authority for the City of Mission, Housing Authority for the City of Pharr and Housing Authority for the County of Hidalgo.

B. GENERAL COMMITTEE

The General Committee shall include the ten (10) Executive Committee representatives plus members to be appointed, one each by the following Program Participants: Housing Authority for the City of Alamo, Housing Authority for the City of Donna, Housing Authority for the City of Edcouch, Housing Authority for the City of Elsa, Housing Authority for the City of Hidalgo, Housing Authority for the City of La Joya, Housing Authority for the City of Mercedes, Housing Authority for the City of San Juan and Housing Authority for the City of Weslaco.

Any member of the General Committee wishing to become part of the Executive Committee may do so no later than January 1, 2017 with a 10-day written notice to Lead Entity and a written agreement to reimburse Lead Entity 80% of the development and submission costs, irrespective of its own Citizen Participation costs.

C. REMOVAL OF PROGRAM PARTICIPANT

Upon any Program Participant's submission of a concern to Lead Entity, Lead Entity shall submit such concern to the Executive Committee and the Executive Committee shall decide by vote on any such matter submitted. Removal of any Program Participant requires majority vote of the Executive Committee. Lead Entity will subsequently notify such removed Program Participant and HUD of the removal of any Program Participants.

D. COST OF DEVELOPMENT

Costs related to the development of the AFH shall be billed by the Lead Entity in the manner prescribed in EXHIBIT B: COST ALLOCATION; attached hereto and incorporated herein at the point for all purposes.

Notwithstanding anything to the contrary herein, each Program Participant is responsible for all costs in conducting their own Citizen Participation process.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

X. WAIVER

A Program Participant's failure to act with respect to a breach by another Program Participant does not waive any right to act with respect to subsequent or similar breaches. The failure of the Program Participant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XI. ENTIRE AGREEMENT

This Agreement between the Program Participants for the submission of the 2018 AFH, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Program Participants with respect to this Agreement and this Agreement constitutes the entire agreement of the Program Participants. By signing this Agreement, the Program Participants are bound to perform the terms and provisions of this Agreement.

XII. AMENDMENT

Any amendment to this Agreement must be in writing, and approved in writing by a majority of members of the Executive Committee and submitted to HUD by Lead Entity.

XIII. 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.

XIV. EFFECTIVE DATE

This Agreement does not become effective until acknowledged as submitted by HUD.

IN WITNESS WHEREOF, the Program Participants have executed this Agreement effective as of the date first written above.

HIDALGO COUNTY

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr. County Clerk

PROGRAM PARTICIPANT

HOUSING AUTHORITY OF HIDALGO COUNTY

By: _____
Diana R. Serna

Print Name: _____
Title: Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. #_____

_____
County Attorney

PROGRAM PARTICIPANT

CITY OF/HOUSING AUTHORITY OF THE CITY OF EDINBURG

By: _____
Marissa Garza
Print Name: _____
Title: Director of Community Development
Grants Management

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. #_____

_____
Legal Counsel Name, Title

PROGRAM PARTICIPANT

CITY OF/HOUSING AUTHORITY OF THE CITY OF McALLEN

By: _____
Maria P. Martinez
Print Name: _____
Title: Program Director

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. #_____

_____
Legal Counsel Name, Title

PROGRAM PARTICIPANT

CITY OF/HOUSING AUTHORITY OF THE CITY OF MISSION

By: _____
Jo Anne Longoria
Print Name: _____

Title: Community Development Director

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. #_____

_____
Legal Counsel Name, Title

PROGRAM PARTICIPANT

CITY OF/HOUSING AUTHORITY OF THE CITY OF PHARR

By: _____
Raul Garza
Print Name: _____
Title: CDBG Director

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. #_____

_____
Legal Counsel Name, Title

PROGRAM PARTICIPANT

ALAMO HOUSING AUTHORITY OF THE CITY OF ALAMO

By: _____
Mary Vela
Print Name: _____
Title: Executive Director

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. #_____

_____
Legal Counsel Name, Title

PROGRAM PARTICIPANT

DONNA HOUSING AUTHORITY OF THE CITY OF DONNA

By: _____
Bob Gonzalez
Print Name: _____
Title: Executive Director

ATTEST:

By: _____
Secretary

PROGRAM PARTICIPANT

EDCOUCH HOUSING AUTHORITY OF THE CITY OF EDCOUCH

By: _____
Antonio Sandoval
Print Name: _____
Title: Executive Director

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. #_____

_____
Legal Counsel Name, Title

PROGRAM PARTICIPANT

EDINBURG HOUSING AUTHORITY OF THE CITY OF EDINBURG

By: _____
Rodolfo “Rudy” Ramirez
Print Name: _____
Title: Executive Director

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. #_____

_____
Legal Counsel Name, Title

PROGRAM PARTICIPANT

ELSA HOUSING AUTHORITY OF THE CITY OF ELSA

By: _____
Margaret Moreno
Print Name: _____
Title: Executive Director

ATTEST:

By: _____
Name, Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. #_____

_____
Legal Counsel Name, Title

PROGRAM PARTICIPANT

THE HOUSING AUTHORITY OF THE COUNTY OF HIDALGO

By: _____
Mike Lopez
Print Name: _____
Title: Executive Director

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. #_____

_____
Legal Counsel Name, Title

PROGRAM PARTICIPANT

LA JOYA HOUSING AUTHORITY OF THE CITY OF LA JOYA

By: _____
Juan Garza
Print Name: _____
Title: Executive Director

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. #_____

_____
Legal Counsel Name, Title

PROGRAM PARTICIPANT

McALLEN HOUSING AUTHORITY OF THE CITY OF McALLEN

By: _____
Arnold Padilla
Print Name: _____
Title: Executive Director

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. #_____

_____
Legal Counsel Name, Title

PROGRAM PARTICIPANT

MERCEDES HOUSING AUTHORITY OF THE CITY OF MERCEDES

By: _____
Horacio Pequeno
Print Name: _____
Title: Executive Director

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. #_____

_____
Legal Counsel Name, Title

PROGRAM PARTICIPANT

MISSION HOUSING AUTHORITY OF THE CITY OF MISSION

By: _____
Joel A. Gonzalez
Print Name: _____
Title: Executive Director

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. #_____

_____
Legal Counsel Name, Title

PROGRAM PARTICIPANT

PHARR HOUSING AUTHORITY OF THE CITY OF PHARR

By: _____
Noel De Leon
Print Name: _____
Title: Executive Director

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. #_____

_____
Legal Counsel Name, Title

PROGRAM PARTICIPANT

SAN JUAN HOUSING AUTHORITY OF THE CITY OF SAN JUAN

By: _____
Ruben Zavala
Print Name: _____
Title: Executive Director

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. #_____

_____
Legal Counsel Name, Title

PROGRAM PARTICIPANT

WESLACO HOUSING AUTHORITY OF THE CITY OF WESLACO

By: _____
Ruben Villarreal
Print Name: _____
Title: Executive Director

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. #_____

_____
Legal Counsel Name, Title

EXHIBIT A
ROLES AND RESPONSIBLITIES

TASK	CHAIR	PARTICIPANTS
Coordinator and Point of Contact: Serves to identify meeting locations; notify program participants; keeps record of meetings and actions	City of Mission	
Fiscal Agent: Serves as accounts receivable and payable related to the cost of development	Hidalgo County – Urban County Program	
Prior Actions and Goals: Compilation of previous Analysis of Impediments and Actions	City of McAllen	Executive Committee Members
Survey Coordination: Management of Committee Surveys and Maintains Timely Schedule	City of Edinburg	
Public Hearings, Outreach and Marketing: Compile Outreach Efforts, Reviews Publications	City of McAllen	Executive Committee Members
Maps and Tools: Utilizes HUD provided Maps and Tools; Utilizes Census Bureau Data; Identifies pertinent information	Hidalgo County – Urban County Program	Housing Authority for the City of Donna
	Housing Authority for the City of McAllen	City of Edinburg
School Committee: Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator	Housing Authority for the City of Edinburg	City of Mission
		Housing Authority for the City of Mercedes
Job/Labor Committee: Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator	City of Pharr	City of Mission
		Housing Authority of the City of Edcouch
		Housing Authority of the City of Elsa
Transit/Transportation Committee: Create	City of Pharr	Housing Authority for the City of Donna

applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator		Housing Authority of the City of Mission
		Housing Authority of the County of Hidalgo
TASK	**CHAIR**	**PARTICIPANTS**
Poverty Committee: Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator	Housing Authority of the County of Hidalgo	Housing Authority for the City of Alamo
		Housing Authority for the City of McAllen
		Housing Authority of the City of Edcouch
Environmental Health and Issues Committee: Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator	Housing Authority for the City of Mission	Housing Authority for the County of Hidalgo
		Hidalgo County – Urban County Program
	City of Mission	Housing Authority of the City of Elsa
		Housing Authority of the City of San Juan
Housing Coordinator: Creates applicable survey instrument*; identifies recipients; provides survey; compiles data regarding housing and subcommittee; reports to Survey Coordinator	Housing Authority of the City of Edinburg	Housing Authority for the City of Weslaco
		Housing Authority for the City of Mercedes
	City of Edinburg	Housing Authority for the City of La Joya
		Housing Authority for the City of Pharr
		Housing Authority for the City of Hidalgo
Disproportionate Needs Subcommittee: Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Housing Coordinator	Housing Authority of the City of McAllen	Housing Authority for the City of Weslaco
		Housing Authority for the City of Mercedes
		Housing Authority for the City of La Joya
Publicly Supported Housing: Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Housing Coordinator	Housing Authority of the City of Pharr	Housing Authority of the City of Hidalgo
		Housing Authority of the City of Alamo
		City of Pharr

Disability Needs and Gaps: Create applicable survey instrument*; identifies recipients; provides survey; compiles data; reports to Survey Coordinator	Hidalgo County – Urban County Program	Housing Authority of the City of McAllen
		Housing Authority of the City of Mission
		City of Pharr
		Housing Authority of the City of San Juan
TASK	**CHAIR**	**PARTICIPANTS**
Narrative Development: Compose draft and final documents	Hidalgo County – Urban County Program	City of McAllen
		Housing Authority of the City of McAllen
		Housing Authority of the City of Edinburg
FH Enforcement: Metrics and Milestones: Create proposed actions; reports activity in subsequent years	City of McAllen	Hidalgo County – Urban County Program
		Housing Authority of the City of McAllen

* Surveys must, at minimum, address prompts and questions in the checklist/AFH Tool

EXHIBIT B
COST ALLOCATION

Executive Committee members shall equally reimburse Lead Entity 80% of the development and submission costs, irrespective of own Citizen Participation requirements. All other Program Participants shall equally bear the remaining 20% of development and submission costs, irrespective of own Citizen Participation requirements.

Lead Entity shall present to Executive Committee itemized costs every two months.

Lead Entity shall present to the Executive Committee any cost exceeding $10,000 prior to encumbering such expense.

Lead Entity shall serve as fiscal agent, billing agent and accounts payable to approved vendors and suppliers.

HUD No. 15-084
Heather Fluit
202-708-0685
http://www.hud.gov/news/index.cfm

FOR RELEASE
Wednesday
July 8, 2015

HUD ANNOUNCES FINAL RULE ON AFFIRMATIVELY FURTHERING FAIR HOUSING

WASHINGTON – The U.S. Department of Housing and Urban Development (HUD) announced a final rule today to equip communities that receive HUD funding with data and tools to help them meet long-standing fair housing obligations in their use of HUD funds. HUD will also provide additional guidance and technical assistance to facilitate local decision-making on fair housing priorities and goals for affordable housing and community development.

For more than forty years, HUD funding recipients have been obligated by law to reduce barriers to fair housing, so everyone can access affordable, quality housing. Established in the Fair Housing Act of 1968, the law directs HUD and its program participants to promote fair housing and equal opportunity. This obligation was intended to ensure that every person in America has the right to fair housing, regardless of their race, color, national origin, religion, sex, disability or familial status. The final rule aims to provide all HUD program participants with clear guidelines and data they can use to achieve those goals.

“As a former mayor, I know firsthand that strong communities are vital to the well-being and prosperity of families,” said HUD Secretary Julián Castro. “Unfortunately, too many Americans find their dreams limited by where they come from, and a ZIP code should never determine a child’s future. This important step will give local leaders the tools they need to provide all Americans with access to safe, affordable housing in communities that are rich with opportunity.”

HUD’s final rule responds to the recommendations of a 2010 Government Accountability Office reportas well as stakeholders and HUD program participants who asked for clearer guidance, more technical assistance, better compliance and more meaningful outcomes. HUD considered and incorporated feedback from the significant public input and comments that it received during the development of this final rule. For example, in response to public feedback, HUD will phase in implementation of the rule so that grantees have substantial time to transition to the new approach. By encouraginga balanced approach that includes targeted investments in revitalizing areas, as well as increased housing choice in areas of opportunity, the rule will enable program participants to promote access to community assets such as quality education, employment, and transportation.

HUD’s rule clarifies and simplifies existing fair housing obligations and creates a streamlined Assessment of Fair Housing planning process, which will help communities analyze challenges to fair housing choice and establish their own goals and priorities to address the fair housing barriers in their community. While the final rule will take effect 30 days after publication, it will not be fully implemented immediately. HUD will provide support to program participants that need to complete an Assessment of Fair Housing to ensure they understand the process and to identify best practices across a diverse group of communities.

To learn more about the Affirmatively Furthering Fair Housing Final Rule visit: www.hud.gov/AFFH.

###

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. More information about HUD and its programs is available on the Internet at www.hud.gov and http://espanol.hud.gov.

You can also connect with HUD on social media and follow Secretary Castro on Twitter and Facebook or sign up for news alerts on HUD's Email List.

AI-56891 **Urban County** **16. B.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authority to purchase fire station equipment through the County's Membership/Participation with BuyBoard's awarded vendor, Casco Industries, Inc. (contract # 432-13), in the amount of $27,909.00 for the La Villa Fire Dept. (FY 2016). (Subject to HB1295 Compliance.)

BACKGROUND

The fire station/equipment (SCBA packs) purchased will be utilized at the La Villa Fire Department. See attached quote and back up documentation.

Vendor: **Casco Industries, Inc.**
Purchase Amount: **$27,909.00**
Funds Available: $28,000.00 FY 29 (2016) Fire Station/Equipment

---

Fiscal Impact

Attachments

City of La Villa Fire Dept Price Proposal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/14/2016 08:51 AM
Glinda Pacheco	Veronica Ortiz	10/14/2016 10:35 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Olga Lerma		Started On: 10/13/2016 01:13 PM
Final Approval Date: 10/21/2016		

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase.
Use additional forms as needed.

Name of Cooperative: Buyboard **Person Contacted:** Bob Yancy

Purchase #1 **Vendor Name:** Casco Industries, Inc, **Contract No. :** 432-13 **Phone:** 281-443-0999

Quantity	Description of Items	List Price per Unit	10% Discount	Total Amount
4	MSA-AG1FS442MA1C1LAA G-1 SCBA	$6,470.00	$4,529.00	$18,116.00
4	MSA-G1FPFM1401 G-1 FACEPIECE MEDIUM	$370.00	$259.00	$1,036.00
9	MSA-10156424 CYLINDER 4500 PSI	$1,390.00	$973.00	$8,757.00

RECEIVED
SEP 28 2016
Urban County Program

TOTAL:	**$27,909.00**

Recommendation:

Requested by: Date 9-22-16 **UCP Approval:** Date 10/13/16

UCA-5

Casco INDUSTRIES, INC.

Fire Equipment Sales & Service

Providing Protection for those Who Protect Us since 1950

1920 Rankin Road, Suite 155 Houston, Texas 77073
281-443-0999 Office 281-443-0858 Fax

QUOTATION

To: LA VILLA FD **Attn: DINO PEREZ** **Fax:** **E-Mail: dinoperez@lavillatx.com**	**Ship to:** Same **BUY-BOARD #432-13**

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
8/30/16	BOB YANCY		Best Way	DESTINATION	NET 30 Days

Qty	Description	List Price	Unit Price	Total
4	**MSA-AG1FS442MA1C1LAA** G-1 SCBA	6,470.00	4,529.00	18,116.00
4	**MSA-G1FPFM1401** G-1 FACEPIECE MEDIUM	370.00	259.00	1,036.00
9	**MSA-10156424** ✓ CYLINDER 4500 PSI	1,390.00 ✓	973.00	8,757.00

Sub Total	**$27,909.00**
Shipping	**NONE**
TOTAL	**$27,909.00**

BOB YANCY / Sales Representative
byancy@cascoindustries.com

RE: Buyboard Vendor: Price Verification Casco Industries

From : Connie Burkett <Connie.Burkett@tasb.org> Tue, Sep 20, 2016 02:39 PM
Subject : RE: Buyboard Vendor: Price Verification Casco Industries 1 attachment
To : 'Monica Leal' <monica.leal@co.hidalgo.tx.us>
Cc : Diana Serna <diana.serna@co.hidalgo.tx.us>, P.R. Avila II <patricio.avila@co.hidalgo.tx.us>, Tony Barco <antonio.barco@co.hidalgo.tx.us>

Monica,

There are multiple components that go into each face piece for the total price shown.
For example, the model is the MSA-G1 face piece, but each entry after that means an individual component/price was used to make up the whole unit.

All item numbers break down like this: A-G1FP is the beginning of each unit, then we break it down further
For MSA-G1FP**FM1401**
Face piece
F = Fire
M = Medium
1 = Hycar (material)
4 = Head Harness (4-point adjustable)
0 = Neckstrap (0 none)
1 – Regulator connection (1 fixed push-to-connect)

MSA-G1FS**442MA1C1LAA**
SCBA
4 = system pressure (4500 psig = $3600)
4 = cylinder connection (CGA quick connect remote connection = $275)
2 = harness (standard, with chest strap = $20)
M = cradle type (metal band = $50)
A = lumbar type (adjustable swiveling lumbar pad = $125)
1 = regulator type (purge cover, left shoulder = $0)
C = regulator hose type (continuous = $0)
1 = emergency breathing support (waist mounted quick fill = $700)
L = speaker module (left chest = $0)
A = pass (PASS right shoulder = $2400)
A = battery type (alkaline = $0)

Each of these systems is priced based on the components/choices selected at the time of the quote. The quote is in full compliance with the vendor's award under BuyBoard Contract 432-13.

Respectfully,

Connie W. Burkett
Contract Administrator

BuyBoard / TASB
12007 Research Blvd
Austin TX 78759
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

-----Original Message-----
From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Tuesday, September 20, 2016 9:33 AM
To: Connie Burkett <Connie.Burkett@tasb.org>
Cc: Diana Serna <diana.serna@co.hidalgo.tx.us>; P.R. Avila II <patricio.avila@co.hidalgo.tx.us>; Tony Barco <antonio.barco@co.hidalgo.tx.us>
Subject: Buyboard Vendor: Price Verification Casco Industries

Good morning Ms. Burkett,

I need your assistance. I have been trying to verify the list prices on the attached quote under the MSA brand. The only product I was able to locate was the cylinder, but not the face piece or the SCBA. Can you please let me know if the amounts provided are in contract 432-13?

Thank you in advance for your assistance.

Respectfully,
Monica Leal

----- Forwarded Message -----
From: Ricoh4503@ucp.co.hidalgo.tx.us
To: "Monica Leal" <Monica.Leal@co.hidalgo.tx.us>
Sent: Tuesday, September 20, 2016 9:29:33 AM
Subject: Message from "RNP002673B8224A"

This E-mail was sent from "RNP002673B8224A" (MP C4503).

Scan Date: 09.20.2016 09:29:32 (-0500)
Queries to: Ricoh4503@ucp.co.hidalgo.tx.us

20160920092933092.pdf
215 KB

Vendor Contract Information

Back

Vendor Name:	Casco Industries, Inc.
Address:	607 West 62 Street
	Shreveport, LA 71106
Phone Number:	(800) 551-8787
Alternate Phone Number	(318) 865-5107
Email:	david@cascoindustries.com
Website:	http://www.cascoindustries.com
Federal ID:	72-0698936
Contact:	David Stewart
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	No
Contract Name:	Public Safety & Fire House Supplies & Equipment
Contract#:	432-13
Effective Date:	04/01/2014
Expiration Date:	03/31/2017
Payment Terms:	Net 30 days
Delivery Days:	60
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Arkansas, Colorado, Louisiana, New Mexico, Oklahoma, Texas
Quote Reference Number:	432-13
Return Policy:	Must call for RGA within 10 days of order receipt

Contract Documents

EDGAR Notice:	**Click to view EDGAR Notice**
Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Casco Industries, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Casco Industries, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	F
Casco Industries, Inc.	10% Discount Off MSA pricelist (10% discount off MSA Pricelist for Parts, 30% discount off MSA Pricelist for Equipment) for Breathing Apparatus	

Extended Product Information

Reference Number:	432-13
Part Number:	Catalog
Vendor Website:	http://www.cascoindustries.com
Full Description:	10% Discount Off MSA pricelist (10% discount off MSA Pricelist for Parts, 30% discount off MSA Pricel Apparatus

Casco Industries, Inc.	10% Discount Off Bauer pricelist for all Other Fire House Equipment and Supplies	
Casco Industries, Inc.	30% Discount Off North America pricelist for Fire Hoses and Nozzles	

Showing 26 to 28 of 28 entries

First Previous 1 2 Next Last

2016 MSA G1 Accessories Reference Sheet

MSA The Safety Company

Part Number	Description	List Price
10158389	Dovetail brackets & gauge gaurd, Type 2, 30 min high pressure	$53.00
10158390	Dovetail brackets & gauge gaurd, Type 3, 45 min Lo Pro	$53.00
10158401	Dovetail brackets & gauge gaurd, Type 4, 2216 & 45 min fatty	$53.00
10158402	Dovetail brackets & gauge gaurd, Type 5, 60 min	$54.00

	Cylinders WITHOUT QC adapter attached	
10156422-SP	G1 Cylinder, Remote Connect, 2216 psi, 30min	$1,270.00
10156423-SP	G1 Cylinder, Remote Connect, 4500 psi, 30min	$1,070.00
10156424-SP	G1 Cylinder, Remote Connect, 4500 psi, 45min Lo Pro	$1,390.00
10156425-SP	G1 Cylinder, Remote Connect, 4500 psi, 45min fatty	$1,390.00
10156426-SP	G1 Cylinder, Remote Connect, 4500 psi, 60min	$1,705.00
10156431-SP	G1 Cylinder, Remote Connect, 2216, 30min, **less air**	$1,310.00
10156432-SP	G1 Cylinder, Remote Connect, 4500, 30min, **less air**	$1,110.00
10156433-SP	G1 Cylinder, Remote Connect, 4500, 45min Lo PRO, **less air**	$1,430.00
10156434-SP	G1 Cylinder, Remote Connect, 4500, 45min Fatty, **less air**	$1,430.00
10156435-SP	G1 Cylinder, Remote Connect, 4500, 60min, **less air**	$1,745.00

	Cylinders WITH QC adapter attached	
10175706	G1 Cylinder, Remote Connect, with QC adapter, 2216, 30min	$1,340.00
10175707	G1 Cylinder, Remote Connect, with QC adapter, 4500, 30min	$1,115.00
10175708	G1 Cylinder, Remote Connect, with QC adapter, 4500, 45min LoPro	$1,448.00
10175709	G1 Cylinder, Remote Connect, with QC adapter,4500, 45min Fatty	$1,448.00
10175710	G1 Cylinder, Remote Connect, with QC adapter, 4500, 60min	$1,780.00
10175711	G1 Cylinder, Remote Connect, with QC adapter, 2216, 30min, **less air**	$1,365.00
10175712	G1 Cylinder, Remote Connect, with QC adapter, 4500, 30min, **less air**	$1,155.00
10175713	G1 Cylinder, Remote Connect, with QC adapter, 4500, 45min LoPro, **less air**	$1,488.00
10175714	G1 Cylinder, Remote Connect, with QC adapter,4500, 45min Fatty, **less air**	$1,488.00
10175715	G1 Cylinder, Remote Connect, with QC adapter, 4500, 60min, **less air**	$1,820.00

SPR only	Logo on Cylinder (photo luminescent and reflective band) (25 min qty)	Inc on scba buy
SPR only	Logo on Cylinder (paper wrap around band) (25 min qty)	Inc on scba buy
SPR only	Cylinder Cap 45 minute cylinder	$37.00
SPR only	Cylinder Boot 45 minute cylinder	$37.00

MSA G1 **SCBA Fire Service Edition**

Ordering Selection Matrix and Price List
All Prices in U.S. Dollars • **Prices Effective March 14, 2016**

MSA *The Safety Company*

A	B	C	D	E	F	G	H	J	K	L
System Pressure	**Cylinder Connection**	**Harness**	**Cradle Type**	**Lumbar Type**	**Regulator Type**	**Regulator Hose Type**	**Emergency Breathing Support**	**Speaker Module**	**PASS**	**Battery Type**
2 2216 psig 3900	1 CGA Threaded Direct Connection ‡ 0	1 Standard without Chest Strap 0	M Metal Band 50	B Basic 0	1 Purge cover Left Shoulder † 0	C Continuous 0	0 None 0	L Left Chest † 0	A PASS Right Shoulder † 2400	A Alkaline 0
4 4500 psig 3700	2 CGA Threaded Remote Connection 100	2 Standard with Chest Strap 20	F Fabric Band ~ 0	F Fixed Swiveling Lumbar Pad 50	2 Solid cover Left Shoulder † 0	Q Quick Connect 450	1 Waist Mounted Quick-Fill ~ 700		C PASS Telemetry Right Shoulder † 3000	R Rechargeable 0
5 5500 psig ~ 3900	3 CGA Quick Connect Direct Connection ~ 175	3 Serviceable Tunnel without Chest Strap 100		A Adjustable Swiveling Lumbar Pad 125			2 ExtendAire II 660			*If Telemetry is ordered R must be selected.*
	4 CGA Quick Connect Remote Connection 275	4 Serviceable Tunnel with Chest Strap 120		1 Rescue Belt II Hook, 50' ~ 1192			3 Waist Mounted Quick-Fill and ExtendAire II ~ 1360			
	If 1 or 3 are selected, fabric band must be used.			2 Rescue Belt II Carabiner, 50' ~ 1186						
				3 Rescue Belt II 50' FireTech Rope, Hook ~ 1532						
				4 Rescue Belt II, 50' FireTech Rope, Carabiner ~ 1472						

† As worn
~ *Available Fall 2016*

Column:	A	B	C	D	E	F	G	H	J	K	L
A-G1FS	4	4	2	M	A	1	C	1	L	A	H

PART NUMBERS (BOLD LEFT HAND COLUMNS)

QUANTITY

A	B	C	D	E	F	G	H	J	K	L
$3,700	$ ~~275.00~~	$ ~~200.00~~	$ ~~50.00~~	$ ~~125.00~~	$ ~~0.00~~	$ ~~0.00~~	$ ~~700.00~~	$ ~~0.00~~	$2,400	$0

LIST PRICE OF PARTS (RIGHT HAND COLUMNS)

= _____

TOTAL G1 SCBA LIST PRICE

ID 0105-172-MC / Feb 2016
© MSA 2016 Printed in U.S.A.

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:
2016-117728

Date Filed:
09/28/2016

Date Acknowledged:
09/29/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Casco Industries, Inc.
Houston, 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.

5016-45-0315-5000-4500
Purchase of Fire Station/Equipment (SCBA Packs) Unit

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:
2016-117728

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.
Casco Industries, Inc.
Houston, 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.
5016-45-0315-5000-4500
Purchase of Fire Station/Equipment (SCBA Packs) Unit

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 Agent Bob Yancy, this the 28th day of September, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Doug Schauenburg
Printed name of officer administering oath

Res. Owen
Title of officer administering oath

AI-56884 **Elections Administration** **17. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Carlos Nieto, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Discussion and/or action, including but not limited to Election updates
2. Appointment of the Central Counting Station for the November 8, 2016 General Election.
3. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and the Edinburg Consolidated Independent School District to be held on November 8, 2016.
4. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and the City of Palmview to be held on November 8, 2016.
5. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and the La Villa Independent School District to be held on November 8, 2016.
6. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and Hidalgo County Emergency Service District No. 3 for their special Tax Ratification Election to be held on November 8, 2016.
7. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and the City of Weslaco to be held on November 8, 2016.
8. Recognition of Hidalgo County Election Department's website by League of Women Voters of Texas Education Fund.

BACKGROUND

Fiscal Impact

Attachments

Central Counting Station Names
ECISD Contract
City of Palmview Contract
La Villa ISD Contract
HCESD No. 3 Contract

City of Weslaco Contract
Website Recognition Award

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/12/2016 04:45 PM
Final Approval	Veronica Ortiz	10/20/2016 01:15 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Carlos Nieto		Started On: 10/12/2016 04:42 PM
Final Approval Date: 10/21/2016		

Hidalgo County Elections Department

November 2016 General Election

Central Counting Station Recommendations

Democratic Party

1. Copitzi Salinas
2. Mel Sanders
3. Paul Mendez
4. Ruben Navarro
5. Albert Rodriguez

Republican Party

1. Fern McClaugherty
2. Cruz Quintana
3. Miriam Cepeda
4. Francis Ciancerrelli
5. David Padilla

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 8, 2016**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 8, 2016**, election of the ENTITY(the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 8, 2016**, and any Runoff election, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and early voting and election day schedules in newspaper;

(M) Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for early voting and election day voting;

(O) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(P) Procure and pay Ballot Board members ;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, and in an election involving a federal office, preserve for the remainder of the preservation period for 22 months after Election Day in accordance with federal law.

(W) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(X) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(Y) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(Z) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the proportionate shared cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election, and pay the proportionate shared cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority of the Hidalgo County Elections Administrator to serve as custodian of voted ballots and other election records for the preservation period of 22 months after election day as set forth in Federal law and as required by Texas Election Code Section 66.058.

(G) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(H) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(I) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. To include but not limited to the Early Voting and Election Day Check-In Kits, insurance at $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mario H. Salinas
Assistant Superintendent for School Services
Edinburg Consolidated Independent School District
PO Box 990
Edinburg, Texas 78540

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 27th day of September, 2016

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
VICTOR M. GARZA,
Assistant District Attorney

EDINBURG CISD
ENTITY

BY: _____

PRINT: OSCAR SALINAS

TITLE: BOARD PRESIDENT

ATTEST

BY: _____

PRINT: _____

TITLE: Board Secretary

2016 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Edinburg CISD Place 4, 6 & 7 | **DATE: Nov. 8, 2016**

6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	12	$120.00
F	Election Media per Polling Location(s)	$100.00	23	$2,300.00
G	*iVotronic Voting Machine(s)	$150.00	69	$5,175.00
G	*ADA iVotronic Voting Machine(s)	$150.00	24	$1,800.00
H	Delivery/ Pick-up Fee (includes Mileage)	$750.00	1	$750.00
			Total iVotronic Coding Charges	**$10,625.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*Check In Kit(s) (includes Bar Code Scanner/ Brother Printer)	$150.00	23	$1,725.00
C	Printer Labels (55, 710 per vote)	$0.03	11,420	$342.60
D	Username/Password - Per Polling Location	$20.00	23	$460.00
			Total Electronic Poll Book Charges	**$3,177.60**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	$0.55	1200	$660.00
	*Election Day Combination Forms	$0.55	1200	$330.00
	*Election Judge Kit for Early Voting	$35.00	5	$87.50
	Election Judge Kit for Election Day	$35.00	18	$630.00
	Polling Location Map(s)	$17.00	23	$391.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	500	$100.00
			Total Supplies Charges	**$2,198.50**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	$0.25	550	$137.50
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	2500	$1,000.00
	Mail-in-Ballots Kit(s) per request	$2.00	550	$1,100.00
	Postage Mail-in-Ballots (per request)	$0.61	550	$335.50
	Correspondence Postage	$0.47	18	8.46
			Total Mail & Ballot Service Charges	**$2,581.46**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**
6.07	***Payroll for Training and Election Poll Workers**	**Price**		**Total**
	Payroll for Early Voting Employees	$74,451.80		$37,225.90
	Payroll for Election Day Employees	$25,011.90		$12,505.95
			Total Payroll Charges	**$49,731.85**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	$350.00	1	$350.00
			Total Ballot Board Charges	**$350.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
			Total Canvass Report Charges	**$0.00**

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 12.00	5	898.75	$107.85
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	35	6291.25	$4,447.91
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	18	297	$128.30
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 10.10	126	2097	$5,337.28
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$10,021.35**

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)	$45.00	18	$810.00
			Total Cell Phone Charges	**$810.00**
6.12			**Subtotal**	**$81,295.76**
			Administrative Fees (10%)	**$8,129.58**
	*Shared cost with County		**ESTIMATED GRAND TOTAL**	**$89,425.34**

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

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(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

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(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and early voting and election day schedules in newspaper;

(M) Notify the election judges of the date, time and place of the election;

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(P) Procure and pay Ballot Board members ;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, and in an election involving a federal office, preserve for the remainder of the preservation period for 22 months after Election Day in accordance with federal law.

(W) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(X) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(Y) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(Z) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the proportionate shared cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election, and pay the proportionate shared cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority of the Hidalgo County Elections Administrator to serve as custodian of voted ballots and other election records for the preservation period of 22 months after election day as set forth in Federal law and as required by Texas Election Code Section 66.058.

(G) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(H) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(I) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. To include but not limited to the Early Voting and Election Day Check-In Kits, insurance at $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Bertha Garza
City Secretary
City of Palmview
400 West Veterans Blvd
Palmview, Texas 78572

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2016

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
VICTOR M. GARZA,
Assistant District Attorney

CITY OF PALMVIEW
ENTITY

BY: RS

PRINT: RAMON SEGOVIA

TITLE: CITY MANAGER

ATTEST

BY: _____

PRINT: Bertha Garza

TITLE: City Secretary

2016 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: City of Palmview Council Member Place 1,3 & 5	DATE: Nov. 8, 2016		
6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	12	$120.00
F	Election Media per Polling Location(s)	$100.00	3	$300.00
G	*iVotronic Voting Machine(s)	$150.00	9	$675.00
G	*ADA iVotronic Voting Machine(s)	$150.00	4	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	$750.00	1	$750.00
			Total iVotronic Coding Charges	**$2,625.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*Check In Kit(s) (includes Bar Code Scanner/ Brother Printer)	$150.00	4	$300.00
C	Printer Labels (5, 392 per vote)	$0.03	10,784	$323.52
D	Username/Password - Per Polling Location	$20.00	4	$80.00
			Total Electronic Poll Book Charges	**$1,353.52**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	$0.55	115	$63.25
	Election Day Combination Forms	$0.55	115	$63.25
	*Election Judge Kit for Early Voting	$35.00	1	$17.50
	*Election Judge Kit for Election Day	$35.00	3	$52.50
	Polling Location Map(s)	$17.00	4	$68.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	300	$60.00
			Total Supplies Charges	**$324.50**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	$0.25	600	$150.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	600	$240.00
	Mail-in-Ballots Kit(s) per request	$2.00	600	$1,200.00
	Postage Mail-in-Ballots (per request)	$0.61	600	$366.00
	Correspondence Postage	$0.47	3	1.41
			Total Mail & Ballot Service Charges	**$1,957.41**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**
6.07	***Payroll for Training and Election Poll Workers**	**Price**		**Total**
	Payroll for Early Voting Employees	$14,890.36		$7,445.18
	Payroll for Election Day Employees	$2,779.10		$1,389.55
			Total Payroll Charges	**$8,834.73**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	$350.00	1	$350.00
			Total Ballot Board Charges	**$350.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
			Total Canvass Report Charges	**$0.00**

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 12.00	1	179.75	$4.31
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	7	258.25	$36.52
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	3	49.5	$3.56
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 10.10	21	346.5	$146.99
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$191.38**

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)	$45.00	3	$135.00
			Total Cell Phone Charges	**$135.00**
6.12			**Subtotal**	**$17,571.54**
			Administrative Fees (10%)	**$1,757.15**
	***Shared cost with County**		**ESTIMATED GRAND TOTAL**	**$19,328.69**

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **LA VILLA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 8, 2016**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 8, 2016**, election of the ENTITY(the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 8, 2016**, and any Runoff election, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and early voting and election day schedules in newspaper;

(M) Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for early voting and election day voting;

(O) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(P) Procure and pay Ballot Board members ;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, and in an election involving a federal office, preserve for the remainder of the preservation period for 22 months after Election Day in accordance with federal law.

(W) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(X) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(Y) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(Z) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff

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(B) Pay the proportionate shared cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election, and pay the proportionate shared cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority of the Hidalgo County Elections Administrator to serve as custodian of voted ballots and other election records for the preservation period of 22 months after election day as set forth in Federal law and as required by Texas Election Code Section 66.058.

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SERVICES NOT PROVIDED BY COUNTY

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B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

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A. Database access at $100.00 per day;
B. To include but not limited to the Early Voting and Election Day Check-In Kits, insurance at $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

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6.09 One copy of canvass report provided to ENTITY at no charge;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Monica Mata
La Villa Independent School District
PO Box 9
La Villa, Texas 78562

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 5th day of October, 2016

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY:_____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY:_____
VICTOR M. GARZA,
Assistant District Attorney

LA VILLA INDEPENDENT SCHOOL DISTRICT
ENTITY

BY: Dr. J. A. Cervantes
PRINT: JOSE A. CERVANTES

TITLE: SUPERINTENDENT

ATTEST

BY: Monica Mata
PRINT: Monica Mata
TITLE: Business Manager

2016 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: La Villa ISD **DATE: Nov. 8, 2016**
Board Trustee Place 1, 2, 3 & 4

6.01	Coding Services for iVotronic	Price	Quantity	Total
A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	4	$40.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	12	$120.00
F	Election Media per Polling Location(s)	$100.00	2	$200.00
G	*iVotronic Voting Machine(s)	$150.00	2	$150.00
G	*ADA iVotronic Voting Machine(s)	$150.00	2	$150.00
H	Delivery/ Pick-up Fee (includes Mileage)	$750.00	1	$750.00
			Total iVotronic Coding Charges	$1,860.00
6.02	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*Check In Kit(s) (includes Bar Code Scanner/ Brother Printer)	$150.00	2	$150.00
C	Printer Labels (1, 609 per vote)	$0.03	3218	$96.54
D	Username/Password - Per Polling Location	$20.00	2	$40.00
			Total Electronic Poll Book Charges	$936.54
6.03	Supplies	Price	Quantity	Total
	Early Voting Combination Forms	$0.55	50	$27.50
	*Election Day Combination Forms	$0.55	50	$13.75
	*Election Judge Kit for Early Voting	$35.00	1	$17.50
	Election Judge Kit for Election Day	$35.00	1	$35.00
	Polling Location Map(s)	$17.00	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	300	$60.00
			Total Supplies Charges	$187.75
6.04	Mail & Ballot Service	Price	Quantity	Total
	Mail-in-Ballot Applications	$0.25	600	$150.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	300	$120.00
	Mail-in-Ballots Kit(s) per request	$2.00	300	$600.00
	Postage Mail-in-Ballots (per request)	$0.61	300	$183.00
	Correspondence Postage	$0.47	1	0.47
			Total Mail & Ballot Service Charges	$1,053.47
6.05	Advertisements/Notices	Price	Quantity	Total
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00
6.06	Polling Location Rental Fees	Price	Quantity	Total
			0	$0.00
			Total Polling Location Rental Charges	$0.00
6.07	*Payroll for Training and Election Poll Workers	Price		Total
	Payroll for Early Voting Employees	$11,259.40		$5,629.70
	Payroll for Election Day Employees	$1,056.25		$528.13
			Total Payroll Charges	$6,157.83
6.08	Payroll for Ballot Board	Price	Quantity	Total
	Ballot Board	$350.00	1	$350.00
			Total Ballot Board Charges	$350.00
6.09	Canvass Reports	Price	Quantity	Total
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
			Total Canvass Report Charges	$0.00

6.10	Insurance	Hourly rate	Workers	Hours wrk	Total
	Liability insurance for Early Voting Supervisors	$ 12.00	1	179.75	$4.31
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	5	898.75	$90.77
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	1	16.5	$0.40
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 10.10	5	82.5	$8.33
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$103.82

6.11	Cell Phones	Price	Quantity	Total
	Verizon Wireless phone (subject to change with out notice)	$45.00	1	$45.00
			Total Cell Phone Charges	$45.00

6.12		
	Subtotal	$12,494.40
	Administrative Fees (10%)	$1,249.44
*Shared cost with County	ESTIMATED GRAND TOTAL	$13,743.84

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **HIDALGO COUNTY EMERGENCY SERVICES DISTRICT No. 3**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 8, 2016**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 8, 2016**, election of the ENTITY(the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 8, 2016**, and any Runoff election, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M) Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, and in an election involving a federal office, preserve for the remainder of the preservation period for 22 months after Election Day in accordance with federal law.

(V) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(W) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(X) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(Y) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the proportionate shared cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election, and pay the proportionate shared cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and early voting and election day schedules in newspaper;

(E) Canvass the Election results for the ENTITY'S governing body;

(F) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(G) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority of the Hidalgo County Elections Administrator to serve as custodian of voted ballots and other election records for the preservation period of 22 months after election day as set forth in Federal law and as required by Texas Election Code Section 66.058.

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(I) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(J) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. To include but not limited to the Early Voting and Election Day Check-In Kits, insurance at $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

John Peeler
Coveler & Katz, P.C.
820 Gessner, Suite 1710
Houston, Texas 77024

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 7th day of October, 2016

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
VICTOR M. GARZA,
Assistant District Attorney

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3
ENTITY

BY: _____

PRINT: RODOLFO ZAMORA

TITLE: BOARD PRESIDENT

ATTEST

BY: Louie M. Kieffer

PRINT: LOUIE M. KIEFFER

TITLE: Secretary

2016 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Hidalgo County Emergency Services District No. 3-Tax Rate **DATE: Nov. 8, 2016**

6.01	Coding Services for iVotronic		Price	Quantity	Total
A	Base Charge: Ballot Coding		$150.00	1	$150.00
A	Additional Ballot Style(s)		$25.00	0	$0.00
A	Request Change on Coding Ballot		$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish		$300.00	1	$300.00
C	Audio Files (Per Contest/Office)		$10.00	0	$0.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		$10.00	1	$10.00
E	Audio Files (Per Candidate/ Responses)		$10.00	2	$20.00
F	Election Media per Polling Location(s)		$100.00	14	$1,400.00
G	*iVotronic Voting Machine(s)		$150.00	59	$4,425.00
G	*ADA iVotronic Voting Machine(s)		$150.00	14	$1,050.00
H	Delivery/ Pick-up Fee (includes Mileage)		$750.00	1	$750.00
				Total iVotronic Coding Charges	$8,105.00
6.02	Electronic Poll Book (VoteSafe)		Price	Quantity	Total
A	*Voter Registration Database Access (Per Day)		$100.00	13	$650.00
B	*Check In Kit(s) (includes Bar Code Scanner/ Brother Printer)		$150.00	14	$1,050.00
C	Printer Labels (17, 214 per vote)		$0.03	34,428	$1,032.84
D	Username/Password - Per Polling Location		$20.00	14	$280.00
				Total Electronic Poll Book Charges	$3,012.84
6.03	Supplies		Price	Quantity	Total
	Early Voting Combination Forms		$0.55	400	$220.00
	*Election Day Combination Forms		$0.55	400	$110.00
	*Election Judge Kit for Early Voting		$35.00	2	$35.00
	Election Judge Kit for Election Day		$35.00	12	$420.00
	Polling Location Map(s)		$17.00	14	$238.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		$0.20	500	$100.00
				Total Supplies Charges	$1,123.00
6.04	Mail & Ballot Service		Price	Quantity	Total
	Mail-in-Ballot Applications		$0.25	300	$75.00
	Paper Ballots for Mail-in-Ballots and Provisionals		$0.40	1100	$440.00
	Mail-in-Ballots Kit(s) per request		$2.00	300	$600.00
	Postage Mail-in-Ballots (per request)		$0.61	300	$183.00
	Correspondence Postage		$0.47	12	5.64
				Total Mail & Ballot Service Charges	$1,303.64
6.05	Advertisements/Notices		Price	Quantity	Total
	The Monitor newspaper		$1,800.00	1	$1,800.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	$1,800.00
6.06	Polling Location Rental Fees		Price	Quantity	Total
				0	$0.00
				Total Polling Location Rental Charges	$0.00
6.07	*Payroll for Training and Election Poll Workers			Price	Total
	Payroll for Early Voting Employees			$13,441.40	$6,720.70
	Payroll for Election Day Employees			$12,675.00	$6,337.50
				Total Payroll Charges	$13,058.20
6.08	Payroll for Ballot Board		Price	Quantity	Total
	Ballot Board		$350.00	1	$350.00
				Total Ballot Board Charges	$350.00
6.09	Canvass Reports		Price	Quantity	Total
	Canvass Report (One Certified Copy Included)		$0.00	1	$0.00
				Total Canvass Report Charges	$0.00
6.10	Insurance	Hourly rate	Workers	Hours wrk	Total
	Liability insurance for Early Voting Supervisors	$ 12.00	2	359.5	$17.26
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	10	1797.5	$363.10
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	12	198	$57.02
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 10.10	60	990	$1,199.88
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$1,637.26
6.11	Cell Phones		Price	Quantity	Total
	Verizon Wireless phone (subject to change with out notice)		$45.00	12	$540.00
				Total Cell Phone Charges	$540.00
6.12				Subtotal	$30,929.93
				Administrative Fees (10%)	$3,092.99
	*Shared cost with County			ESTIMATED GRAND TOTAL	$34,022.93

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF WESLACO**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 8, 2016**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 8, 2016**, election of the ENTITY(the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 8, 2016**, and any Runoff election, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and early voting and election day schedules in newspaper;

(M) Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for early voting and election day voting;

(O) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(P) Procure and pay Ballot Board members ;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, and in an election involving a federal office, preserve for the remainder of the preservation period for 22 months after Election Day in accordance with federal law.

(W) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(X) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(Y) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(Z) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the proportionate shared cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election, and pay the proportionate shared cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority of the Hidalgo County Elections Administrator to serve as custodian of voted ballots and other election records for the preservation period of 22 months after election day as set forth in Federal law and as required by Texas Election Code Section 66.058.

(G) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(H) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(I) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. To include but not limited to the Early Voting and Election Day Check-In Kits, insurance at $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Elizabeth Walker
City Secretary
City of Weslaco
255 South Kansas Avenue
Weslaco, Texas 78596

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2016

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

CITY OF WESLACO
ENTITY

BY: Olga M. Noriega

PRINT: ~~DAVID SAUREZ~~ Olga M. Noriega

TITLE: MAYOR PRO TEM

ATTEST

BY: wcc 10/04/16

PRINT: _____

TITLE: _____

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
VICTOR M. GARZA,
Assistant District Attorney

2016 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE

	ELECTION: City of Weslaco Mayor, Commissioner Place 5 & 6	DATE: Nov. 8, 2016		
6.01	Coding Services for iVotronic	Price	Quantity	Total
A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	2	$50.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/ Office)	$10.00	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	12	$120.00
F	Election Media per Polling Location(s)	$100.00	6	$600.00
G	*iVotronic Voting Machine(s)	$150.00	46	$3,450.00
G	*ADA iVotronic Voting Machine(s)	$150.00	6	$450.00
H	Delivery/ Pick-up Fee (includes Mileage)	$750.00	1	$750.00
			Total iVotronic Coding Charges	$5,900.00
6.02	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*Check In Kit(s) (includes Bar Code Scanner/ Brother Printer)	$150.00	6	$450.00
C	Printer Labels (19,062 per vote)	$0.03	38,124	$1,143.72
D	Username/ Password - Per Polling Location	$20.00	6	$120.00
			Total Electronic Poll Book Charges	$2,363.72
6.03	Supplies	Price	Quantity	Total
	Early Voting Combination Forms	$0.55	400	$220.00
	*Election Day Combination Forms	$0.55	400	$110.00
	*Election Judge Kit for Early Voting	$35.00	1	$17.50
	Election Judge Kit for Election Day	$35.00	5	$175.00
	Polling Location Map(s)	$17.00	6	$102.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	500	$100.00
			Total Supplies Charges	$724.50
6.04	Mail & Ballot Service	Price	Quantity	Total
	Mail-in-Ballot Applications	$0.25	600	$150.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	2000	$800.00
	Mail-in-Ballots Kit(s) per request	$2.00	600	$1,200.00
	Postage Mail-in-Ballots (per request)	$0.61	600	$366.00
	Correspondence Postage	$0.47	5	2.35
			Total Mail & Ballot Service Charges	$2,518.35
6.05	Advertisements/ Notices	Price	Quantity	Total
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/ Notice Charges	$1,800.00
6.06	Polling Location Rental Fees	Price	Quantity	Total
			0	$0.00
			Total Polling Location Rental Charges	$0.00
6.07	*Payroll for Training and Election Poll Workers	Price		Total
	Payroll for Early Voting Employees	$18,521.32		$9,260.66
	Payroll for Election Day Employees	$6,114.50		$3,057.25
			Total Payroll Charges	$12,317.91
6.08	Payroll for Ballot Board	Price	Quantity	Total
	Ballot Board	$350.00	1	$350.00
			Total Ballot Board Charges	$350.00
6.09	Canvass Reports	Price	Quantity	Total
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
			Total Canvass Report Charges	$0.00

6.10	Insurance	Hourly rate	Workers	Hours wrk	Total
	Liability insurance for Early Voting Supervisors	$ 12.00	1	179.75	$4.31
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	9	1617.75	$294.11
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	5	82.5	$9.90
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/ Clerks	$ 10.10	30	495	$299.97
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$608.29

6.11	Cell Phones	Price	Quantity	Total
	Verizon Wireless phone (subject to change with out notice)	$45.00	5	$225.00
			Total Cell Phone Charges	$225.00

6.12		
	Subtotal	$26,807.77
	Administrative Fees (10%)	$2,680.78
*Shared cost with County	ESTIMATED GRAND TOTAL	$29,488.55

REC'D OCT 12 2016

LEAGUE OF WOMEN VOTERS®
OF TEXAS EDUCATION FUND

September 30, 2016

Yvonne Ramon
Elections Administrator.
P.O. Box 659
Edinburg, TX 78540-0659

Dear Yvonne Ramon,
The League of Women Voters of Texas would like to congratulate you on your Honorable Mention rating in our review of county election websites. Your commitment to helping your citizens by providing accurate and easy to find election information is commendable, and we wanted to honor you for your efforts. For more information on our review, please check out our website, www.lwvtexas.org.

As a nonpartisan political organization, the League of Women Voters of Texas (LWV-TX) encourages the informed and active participation of citizens in government. Essential to informed citizens who vote is election information. This study was undertaken to assess the online availability and adequacy of election information on official county websites in Texas. An online survey of the 242 existing official Texas county websites was conducted during the last 2 weeks of August 2016. The 6-item, closed-response questionnaire measured the adequacy of election information on the websites, using criteria adapted from the County Election Website Evaluation, a survey conducted by Ballotpedia, The Encyclopedia of American Politics, in 2012.

Your county is one of only forty-four counties to receive either an Outstanding or Honorable Mention Excellence Award. Please enjoy this certificate of excellence as a token of our appreciation for your hard work. We look forward to continuing to working with you in the future to further improve everyone's access to accurate and timely election information.

Sincerely,

Elain M. Wiant

Elain M. Wiant
Chair, LWV Texas Education Fund

1212 Guadalupe St, Suite 107 ★ Austin, TX 78701 ★ 512-472-1100
lwvtexas@lwvtexas.org ★ lwvtexas.org

THE LEAGUE OF WOMEN VOTERS OF TEXAS

HONORS

Hidalgo County

Honorable Mention

2016 Election Website Voter Education Review

Elaine Wiant

Elaine Wiant, President - October 1, 2016

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LITHO. IN U.S.A.

AI-56895 **Head Start** **18. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Rescind action taken by Commissioners Court on Tuesday, October 4, 2016-Nomination by Commissioner A.C. Cuellar, Jr., Precinct 1, of Arturo Castillo to the Hidalgo County Head Start Program Policy Council

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/14/2016 08:53 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Linda Galaviz		Started On: 10/13/2016 02:50 PM
Final Approval Date: 10/21/2016		

AI-56896 **Head Start** **18. B.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Appointment of One (1) Community Representative to the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning in October
(Pending appts.: Commissioner A.C. Cuellar, Jr., Precinct 1 and Commissioner Joseph Palacios, Precinct 4)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/14/2016 08:53 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Linda Galaviz		Started On: 10/13/2016 02:54 PM
Final Approval Date: 10/21/2016		

AI-56946 **Planning Department** **19. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1.Preliminary Approval

a.Alejandro Marroquin Subdivision- Pct. 4 (Alejandro Marroquin) (U.S. HWY 281 & FM 490)
No. of Lots: 1 Commercial
Flood Zone: C
Drainage: Yes, will be provided by onsite drainage detention.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by City of Edinburg
Sewer: Yes, OSSF
Paved: Yes, U.S. Hwy 281 (No internal streets)

b.Huisache Acres No. 14 Subdivision- Pct.14 (Rick Harbison, President) (Whalen Road & Ridge Road)
No. of Lots: 68 Single Family
Flood Zone: B
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by City of Donna
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Ridge Road. Whalen Road and 3 internal streets to be paved.

2.Final Approval

a.RSBR DG (FM 88) Subdivision- Pct. 1 (Manuel Ramiro Saldivar, Jr., Director) (FM 88 & Mile 14 ½ North
No. of Lots: 1 Commercial
Flood Zone: X
Drainage: Yes, will be provided by onsite drainage detention with an overflow structure onto Mile 14 ½ North Road.

ETJ: No, Rural Area
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, FM 88 and Mile 14 ½ North Road (No internal streets)

b.Rancho Sarita Subdivision- Pct. 3 (Cesar Flores) (Moorefield Road & Mile 5 North Road)
No. of Lots: 2 Single Family
Flood Zone: X
Drainage: Yes, reconstruction of Moorefield road side ditch.
ETJ: Yes, approved by City of Mission
Water: Yes, provided by Sharyland Water Supply Corporation
Sewer: Yes, OSSF
Paved: Yes, Moorefield Road (No internal streets)

c.J.O.A. Subdivision- Pct. 2 (Oriel Alvarez) (El Gato Road & Border Road)
No. of Lots: 2 Single Family
Flood Zone: B
Drainage: Yes, reconstruction of El Gato road side ditch.
ETJ: Yes, approved by City of Alamo
Water: Yes, provided by Military High Water Supply
Sewer: Yes, OSSF
Paved: Yes, El Gato Road (No internal streets)

d.J & M No. 2 Subdivision- Pct. 4 (Sylvia E. Salazar) (Raul Longoria Road & Alberta Road)
No. of Lots: 3 Single Family
Flood Zone: B
Drainage: Yes, reconstruction of Alberta road side ditch.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Raul Longoria and Alberta Road (No internal streets)

e.Los Tres Encinos Subdivision- Pct. 3 (Rogelio Guerrero) (FM 676 & Schuerbach Road)
No. of Lots: 4 Single Family
Flood Zone: X
Drainage: Yes, reconstruction of Schuerbach road side ditch.
ETJ: Yes, approved by City of Mission

Water: Yes, provided by Sharyland Water Supply Corporation
Sewer: Yes, Sanitary Sewer provided by City of Alton
Paved: Yes, Schuerbach Road and FM 676 (No internal streets)

f.Vaquero Estates Ph. IV Subdivision- Pct.1 (Beto Salinas Flores Group, LLC) (FM 1015 & Mile 11 North
No. of Lots: 61 Single Family
Flood Zone: X and X Shaded
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by City of Weslaco
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, FM 1015 and 4 internal streets.

g.Hacienda San Roman Ph. 1 Subdivision- Pct.4 (Jack McClelland) (Alamo Road & Mile 17 North Road)
No. of Lots: 75 Single Family
Flood Zone: X Shaded
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by North Alamo Water Supply
Paved: Yes, Alamo Road and 4 internal streets.

BACKGROUND

Fiscal Impact

Attachments

Alejandro Marroquin;P
Huisache Acres #14;P
RSBR DG (FM88);F
Rancho Sarita;F
J.O.A.
J & M #2;F
Los3Encinos;F
Vaquero Est#4;F
Hacienda San Roman;F

Form Review

Inbox	Reviewed By	Date

Budget & Management	Veronica Ortiz	10/19/2016 03:53 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM

Form Started By: Flor Castillo Started On: 10/19/2016 02:21 PM

Final Approval Date: 10/21/2016

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: 10-25-2016

PROPOSED **ALEJANDRO MARROQUIN** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **MAS ENGINEERING** DEVELOPER: **ALEJANDRO MARROQUIN**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ___☐*SINGLE FAMILY ___☐*MULTI-FAMILY **1** ☒COMMERCIAL ___☐INSTITUTIONAL

LOCATION DESCRIPTION: **EAST SIDE OF U.S. HIGHWAY 281, APPROXIMATELY 1 MILE NORTH OF FM 490 ROAD.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **EDINBURG** *and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **1-20-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" C "** AS PER FEMA.

ROAD R.O.W. DEDICATION: **75.00 FT. ONTO U.S. HWY 281.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **10-03-2016** By, **JOE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **5-09-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **ISAAC MATA**

WATER SERVICE PROVIDER: **CITY OF EDINBURG** LINE SIZE: **8"** LOCATION: **ALONG EAST SIDE OF HWY 281.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **2-09-2016** : 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.

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.*

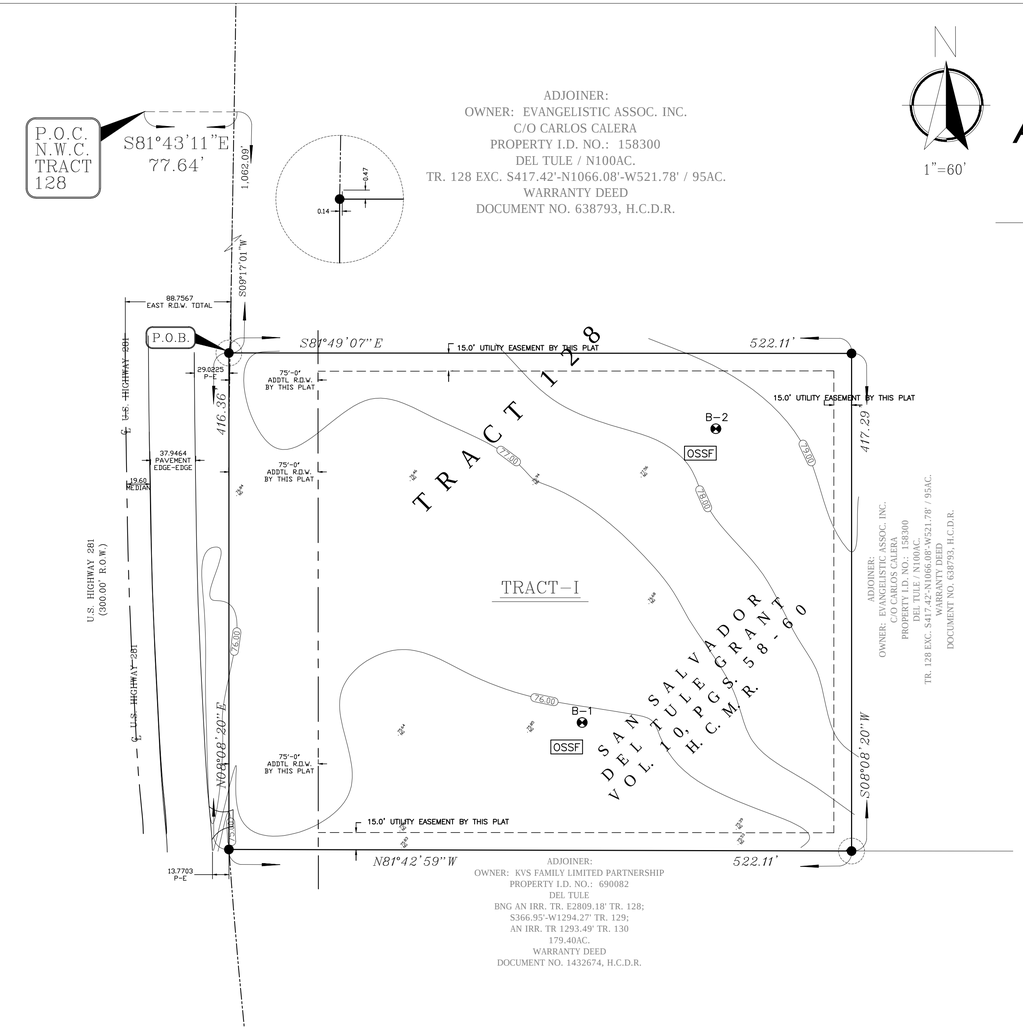
This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.

*

MAP
OF
ALEJANDRO MARROQUIN
SUBDIVISION

EDINBURG, TEXAS

A 5.00 **GROSS ACRE** TRACT OF LAND, MORE OR LESS, CARVED OUT OF AND FORMING A PART OF TRACT 128, THE SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGE 58 THRU 60, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



GENERAL PLAT NOTES & RESTRICTIONS

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C".
AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD–PLAIN.
FLOOD PLAN COMMUNITY PANEL NO. 480334 0225 B,
EFFECTIVE DATE : JANUARY 2, 1981.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.–SETBACKS:
FRONT= 75 FT. ON U.S. HIGHWAY 281
REAR= 15 FT. OR EASEMENT WHICHEVER IS GREATER
SIDE= 6.0 FT. OR EASEMENT WHICHEVER IS GREATER

4.– MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE CENTER LINE OF STREET OR 18 INCH ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK USED: NOAA – S 777; LOCATED AT 26 28'18" N, 98 8' 0" W; ELEVATION 82.85

6.– IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPED WILL BE REQUIRED TO DETAIN A TOTAL OF 10,409 CUBIC–FEET (0.24 ACRE–FEET) OF STORM WATER RUNOFF.

7.– 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

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11.– 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 THE LOT.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF COMMERCIAL SEWAGE ONLY.

B. THE LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13.– A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

14.– ALEJANDRO MARROQUIN, THE OWNER & SUBDIVIDER OF ALEJANDRO MARROQUIN SUBDIVISION, RETAINS A BLANKET EASEMENT UPON THE LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No.2 OF THIS PLAT.

15.– 4 FT. WIDE MINIMUM SIDEWALK REQUIRED ON U.S.HIGHWAY 281.

16.– 6 FT. OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTIFAMILY RESIDENTIAL AND COMMERCIAL, OR INDUSTRIAL ZONES/USES.

17.– 8 FT. MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI–FAMILY RESIDENTIAL ZONES/USES.

18.– LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. LOT 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS.

19.– APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

20.– 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 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.

21.– TXDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED FOR LOT 1, PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO HWY 281. TXDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT.

22.– THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOW ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

23.– ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON LOT 1, MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT

METES AND BOUNDS

BEING A 5.00 **ACRE** TRACT OF LAND, MORE OR LESS, CARVED OUT OF AND FORMING A PART OF TRACT 128, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58 THRU 60, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND, BEING ALL OF THAT SAME TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN A GENERAL WARRANTY DEED CONVEYANCE FROM MARISELA G. MARIN DBA BLUE SKY INVESTMENTS AND ROBERT GARCIA UNTO ALEJANDRO MARROQUIN SILVA, DATED FEBRUARY 18, 2013, AND, FIELD FOR RECORD IN DOCUMENT NO. 2013-2384230, DEED RECORDS OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS; SAID 5.00 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 128; THENCE, AS FOLLOWS:

SOUTH 81 DEGREES 43 MINUTES 11 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID TRACT 128, A DISTANCE OF 77.64 FEET TO A POINT; THENCE,

SOUTH 09 DEGREES 17 MINUTES 01 SECONDS WEST, A DISTANCE OF 1,062.09 FEET TO A ½ INCH DIAMETER IRON ROD FOUND 0.47 FEET SOUTH OF AND 0.14 FEET WEST OF A FENCE LINE CORNER FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 81 DEGREES 49 MINUTES 07 SECONDS EAST, A DISTANCE OF 522.11 FEET TO A ½ INCH DIAMETER IRON ROD FOUND 20.6 FEET SOUTH OF AND 12.3 FEET EAST OF A FENCE LINE CORNER FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 08 DEGREES 08 MINUTES 20 SECONDS WEST, A DISTANCE OF 417.29 FEET TO A ½ INCH DIAMETER IRON ROD FOUND 0.72 FEET SOUTH OF AND 0.35 FEET WEST OF A FENCE LINE CORNER FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 81 DEGREES 42 MINUTES 59 SECONDS WEST, A DISTANCE OF 522.11 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 08 DEGREES 08 MINUTES 20 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY, A DISTANCE OF 416.36 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: WARRANTY DEED DOCUMENT NO. 2013-2384230, H.C.D.R.

STATE OF TEXAS
COUNTY OF HIDALGO

I, (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS THE ALEJANDRO MARROQUIN SUBDIVISION TO THE CITY OF EDINBURG, TEXAS AND WHOSE NAME(S) DEDICATE TO THE USE OF THE PUBLIC ALL STREETS & EASEMENTS WHICH ARE INSTALLED OR WHICH I (WE), WILL CAUSE TO BE INSTALLED THEREON SHOWN OR NOT SHOWN IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF EDINBURG, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF EDINBURG.

_____ _____
ALEJANDRO MARROQUIN DATE
2501 DUKE AVE
McALLEN,TEXAS, 78504

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ALEJANDRO MARROQUIN , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (SHE) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.
MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF_____ , 2016

_____ _____
NOTARY PUBLIC DATE

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY MY APPROVAL IS REQUIRED.

_____ _____
CHAIRMAN, PLANNING COMMISSION DATE

I, THE UNDERSIGNED MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISION REGULATIONS OF THIS CITY WHERE IN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR, CITY OF EDINBURG DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ _____
RAUL E. SESIN P.E. DISTRICT MANAGER Date

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, DAVID SALINAS , A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARE FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF EDINBURG SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

_____ _____
SALINAS ENGINEERING & ASSOCIATES DATE
CONSULTING ENGINNERS & SURVEYORS
2221 DAFFOIL AVE.
McALLEN, TEXAS 78501

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. SALINAS, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ _____
MARIO A. SALINAS DATE
LICENSED PROFESSIONAL ENGINNER # 96611
4037 W. EXP.83, SUITE 150
MCALLEN, TEXAS 78501

DATE PREPARED: OCTOBER 16, 2015

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028 (a)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ALEJANDRO MARROQUIN SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

_____ DATE_____
HIDALGO COUNTY JUDGE

_____ DATE_____
HIDALGO COUNTY CLERK

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

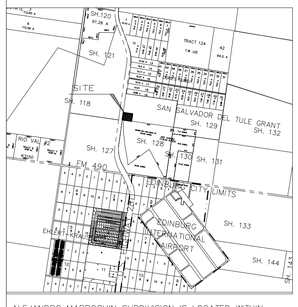
ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

N
1": 4000'

VICINITY MAP



ALEJANDRO MARROQUIN SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINT No. 4 IN THE NORTH SIDE OF HIDALGO COUNTY AT THE EAST SIDE OF U.S. HIGHWAY 281, APPROXIMATELY 3,100 FEET NORTH OF F.M. 490 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 80,836). ALEJANDRO MARROQUIN SUBDIVISION LIES APPROXIMATELY 1.0 MILES FROM THE CITY LIMITS OF EDINBURG AND IT IS WITHIN THE CITY'S FIVE MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021.

REVISION NOTES

No.	SHEET	REVISIONS	DATE	APPROVED

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone
OWNER:	ALEJANDRO MARROQUIN	2501 DUKE AVE.	McAllen, Tx. 78501	(956) 224–1852
ENGINEER:	MARIO A. SALINAS	4037 W. Expwy.83, Suite 150	McAllen, Tx. 78501	(956) 537–1311
SURVEYOR:	DAVID O. SALINAS	2221 Daffodil Ave.	McAllen, Tx. 78501	(956) 682–9081

LEGEND

	FOUND COTTON PICKER SPINDLE
	FOUND 60–D NAIL
	FOUND 1/2" IRON ROD
	SET 1/2" IRON ROD
	TRAFFIC SIGN
	POWER POLE
R.O.W.	RIGHT OF WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
H.C.D.R.	HIDALGO COUNTY DEED RECORDS
H.C.M.R.	HIDALGO COUNTY MAP RECORDS
S.W.S.C.	SHARYLAND WATER SUPPLY CORPORATION

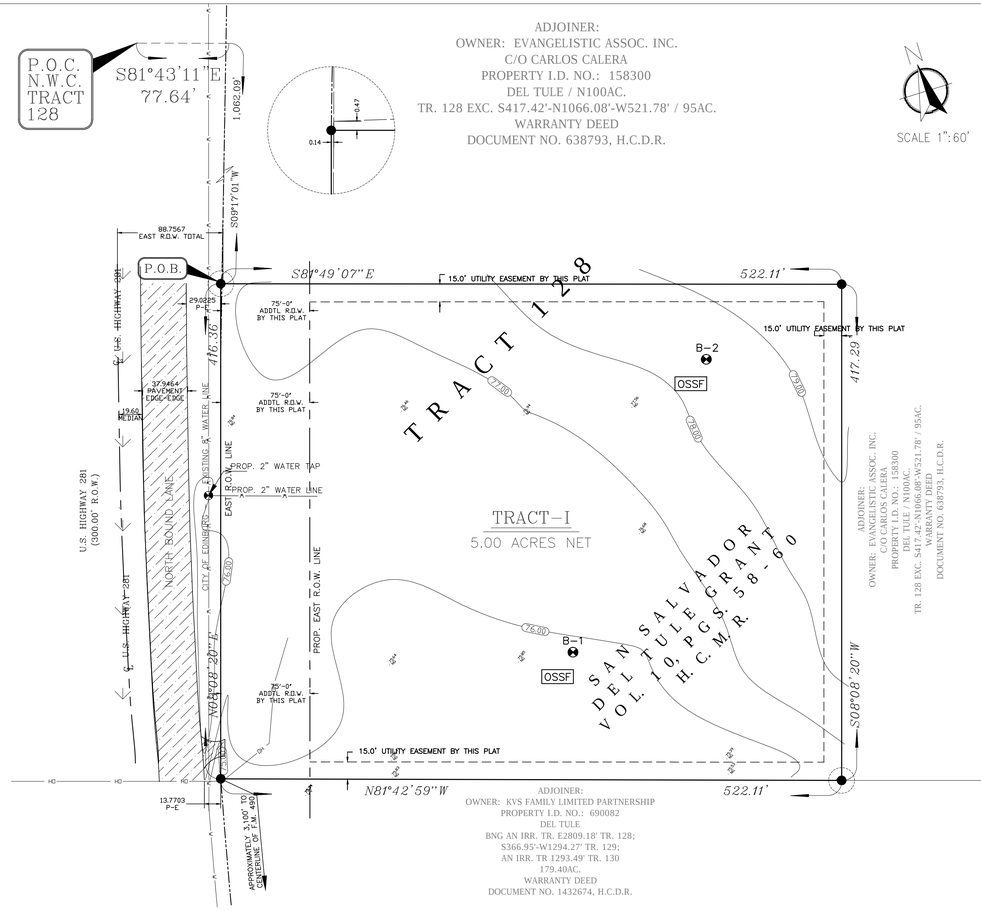
I N D E X

SHEETS 1 — LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; CITY APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATION OF APPROVAL; HCHD CERTIFICATION: REVISION NOTES:

SHEETS 2 — WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, SAMPLE OF LOG BORE FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION; SUB–DIVIDER CERTIFICATION AND STATEMENT, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

SHEET 1 OF 2

MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499
4037 W. EXP.83, SUITE 150
MCALLEN, TEXAS. 78501
PH. (956) 537–1311
E–MAIL: MSALINAS6973@ATT.NET



SCALE 1":60'

MAP
OF
ALEJANDRO MARROQUIN SUBDIVISION

EDINBURG, TEXAS

A 5.00 **GROSS ACRE** TRACT OF LAND, MORE OR LESS, CARVED OUT OF AND FORMING A PART OF TRACT 128, THE SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGE 58 THRU 60, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

BEING A 5.00 **ACRE** TRACT OF LAND, MORE OR LESS, CARVED OUT OF AND FORMING A PART OF TRACT 128, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58 THRU 60, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND, BEING ALL OF THAT SAME TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN A GENERAL WARRANTY DEED CONVEYANCE FROM MARISELA G. MARIN DBA BLUE SKY INVESTMENTS AND ROBERT GARCIA UNTO ALEJANDRO MARROQUIN SILVA, DATED FEBRUARY 18, 2013, AND, FIELD FOR RECORD IN DOCUMENT NO. 2013-2384230, DEED RECORDS OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS; SAID 5.00 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 128; THENCE, AS FOLLOWS:

SOUTH 81 DEGREES 43 MINUTES 11 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID TRACT 128, A DISTANCE OF 77.64 FEET TO A POINT; THENCE,

SOUTH 09 DEGREES 17 MINUTES 01 SECONDS WEST, A DISTANCE OF 1,062.09 FEET TO A ½ INCH DIAMETER IRON ROD FOUND 0.47 FEET SOUTH OF AND 0.14 FEET WEST OF A FENCE LINE CORNER FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 81 DEGREES 49 MINUTES 07 SECONDS EAST, A DISTANCE OF 522.11 FEET TO A ½ INCH DIAMETER IRON ROD FOUND 20.6 FEET SOUTH OF AND 12.3 FEET EAST OF A FENCE LINE CORNER FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 08 DEGREES 08 MINUTES 20 SECONDS WEST, A DISTANCE OF 417.29 FEET TO A ½ INCH DIAMETER IRON ROD FOUND 0.72 FEET SOUTH OF AND 0.35 FEET WEST OF A FENCE LINE CORNER FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 81 DEGREES 42 MINUTES 59 SECONDS WEST, A DISTANCE OF 522.11 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 08 DEGREES 08 MINUTES 20 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY, A DISTANCE OF 416.36 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: WARRANTY DEED DOCUMENT NO. 2013-2384230, H.C.D.R.

DRAINAGE REPORT
FOR
ALEJANDRO MARROQUIN SUBDIVISION
EDINBURG, TEXAS

BEING A 5 ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT OF AND FORMING A PART OF TRACT 128, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58 THRU 60, MAP RECORDS OF HIDALGO COUNTY, TEXAS. THIS PROPERTY IS LOCATED ON THE NORTHEAST CORNER OF U.S. HIGHWAY 281 AND FM 490. THE PROPOSED SUBDIVISION CONSISTS OF ONE COMMERCIAL LOT.

THE TRACT LIES IN "ZONE B"; IS DEFINED AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500 YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING). IN ACCORDANCE WITH F.E.M.A.-F.I.R.M. MAP NO. 480343 0010 C, MAP REVISED NOVEMBER 2, 1982.

THE SOIL ACCORDING TO THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THIS PROPERTY LIES IN "AREA 3 & 22 (3 BRENNAN FINE SANDY LOAM, 0 TO 1 PERCENT SLOPES AND 22 HEBBRONVILLE SANDY LOAM, 0 TO 1 PERCENT SLOPES), OF THE SOIL SURVEY OF HIDALGO COUNTY.

EXISTING DRAINAGE FOR THE AREA CONSISTS OF THE FOLLOWING SYSTEM:
PRESENTLY, THE SITE RUNOFF FLOWS OVERLAND IN A SOUTHWEST DIRECTION. EXISTING RUNOFF IS Q=4.20 CUBIC FEET PER SECOND BASED ON A 10-YEAR FREQUENCY STORM.

AFTER DEVELOPMENT THE RUNOFF WILL BE Q=8.70 CUBIC FEET PER SECOND. IN ACCORDANCE WITH OUR CALCULATIONS AND FOLLOWING THE CITY OF EDINBURG DRAINAGE POLICY AND THE HIDALGO DRAINAGE DISTRICT NO.1 FOR A 50 YEAR FREQUENCY STORM EVENT, THE PROPERTY IS REQUIRED TO DETAIN 10,409 CUBIC-FEET OR 0.24 AC-FT. IN ACCORDANCE WITH THE HIDALGO COUNTY'S DRAINAGE REQUIREMENTS.

NO ADDITIONAL DRAINAGE IMPROVEMENTS ARE PROPOSED IN ORDER TO PREVENT AN INCREASE IN RUNOFF. RAINFALL DETENTION WILL BE ACCOMPLISHED ON-SITE ON THE PAVED AND LANDSCAPE AREAS. FINISHED FLOOR ELEVATION WILL BE SET ABOVE THE 100 YEAR FLOOD LEVEL.

ENGINEERING FLOOD CERTIFICATION

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN ZONE "X" AS SHOWN IN F.E.M.A. COMMUNITY PANEL NUMBER 480334 0295 D, MAP REVISED JUNE 6, 2000.

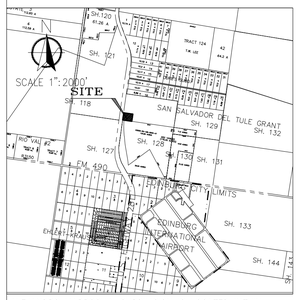
STATE OF TEXAS
MARIO A. SALINAS
96611
LICENSED PROFESSIONAL ENGINEER

MARIO A. SALINAS — DATE:
LICENSED PROFESSIONAL ENGINNER # 96611
4037 W. EXP.83, SUITE 150
MCALLEN, TEXAS 78501

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 OR WILL MEET SUCH STANDARDS, AND (b) SEWER CONNECTIONS TO THE LOTS ON SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE INSTALLED BY THE SELLER AS REQUIRED BY SECTION 7.4.1.4 (B) F OF THE COUNTY REGULATIONS.

VICINITY MAP



ALEJANDRO MARROQUIN SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINT No. 4 IN THE NORTH SIDE OF HIDALGO COUNTY AT THE EAST SIDE OF U.S. HIGHWAY 281, APPROXIMATELY 3,100 FEET NORTH OF F.M. 490 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 80,836). ALEJANDRO MARROQUIN SUBDIVISION LIES APPROXIMATELY 1.0 MILES FROM THE CITY LIMITS OF EDINBURG AND IT IS WITHIN THE CITY'S FIVE MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021.

SUBDIVIDER STATEMENT:

1. I, ALEJANDRO MARROQUIN, SUBDIVIDER OF ALEJANDRO MARROQUIN SUBDIVISION, HEREBY CERTIFY THAT SEPTIC TANK OR SEWER PERMIT ARE ALREADY PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT: 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 STATE AS REQUIRED BY SECTION 7.4.1.4 (B) F OF THE COUNTY REGULATIONS.

ALEJANDRO MARROQUIN — DATE
2501 DUKE AVE
McALLEN TEXAS, 78504

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ALEJANDRO MARROQUIN, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS(ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE(SHE)(THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

SUNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2016.

NOTARY PUBLIC

COUNTY CLERK
HIDALGO COUNTY, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

LEGEND

- FOUND COTTON PICKER SPINDLE
- FOUND 60-D NAIL
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD
- TRAFFIC SIGN
- POWER POLE
- R.O.W. RIGHT OF WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- H.C.M.R. HIDALGO COUNTY MAP RECORDS
- S.W.S.C. SHARYLAND WATER SUPPLY CORPORATION

I N D E X

SHEETS 1 — LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; CITY APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATION OF APPROVAL; HCHD CERTIFICATION: REVISION NOTES:

SHEETS 2 — WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, SAMPLE OF LOG BORE FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION; SUB-DIVIDER CERTIFICATION AND STATEMENT, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone
OWNER:	ALEJANDRO MARROQUIN	2501 DUKE AVE.	McAllen, Tx. 78501	(956) 224-1852
ENGINEER:	MARIO A. SALINAS	4037 W. Expwy.83, Suite 150	McAllen, Tx. 78501	(956) 537-1311
SURVEYOR:	DAVID O. SALINAS	2221 Daffodil Ave.	McAllen, Tx. 78501	(956) 682-9081

DATE OF PREPARATION: 10-19-2015

SHEET 2 OF 2

REVISION NOTES

No.	SHEET	REVISIONS	DATE	APPROVED

MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499
4037 W. EXP.83, SUITE 150
MCALLEN, TEXAS. 78501
PH. (956) 537-1311
E-MAIL: MSALINAS6973@ATT.NET

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: 10-25-2016

PROPOSED **HUISACHE ACRES NO. 14** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **RICK HARBISON, PRESIDENT, RHTJ PROPERTIES, LTD.**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **68** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **NORTH EAST CORNER OF WHALEN ROAD AND RIDGE ROAD.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **DONNA** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **3-22-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" B "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY STORM DRAINAGE PIPE SYSTEM AND DETENTION WILL BE PROVIDED BY WIDENING THE EXISTING DRAIN DITCH.**

DISTANCE TO A DRAIN DITCH: **THE NEAREST DRAIN DITCH IS APPROXIMATELY ¼ MILE WEST OF PROPOSED DEVELOPMENT SOUTH OF RIDGE ROAD.**

ROAD R.O.W. DEDICATION: **30.00 FEET ONTO RIDGE ROAD AND 10 FEET ONTO WHALEN ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **4-07-2016** By, **ROY GONZALEZ, PCT. 1** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **8-23-2016** 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: **WHALEN ROAD.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **4-11-2016** : 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.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

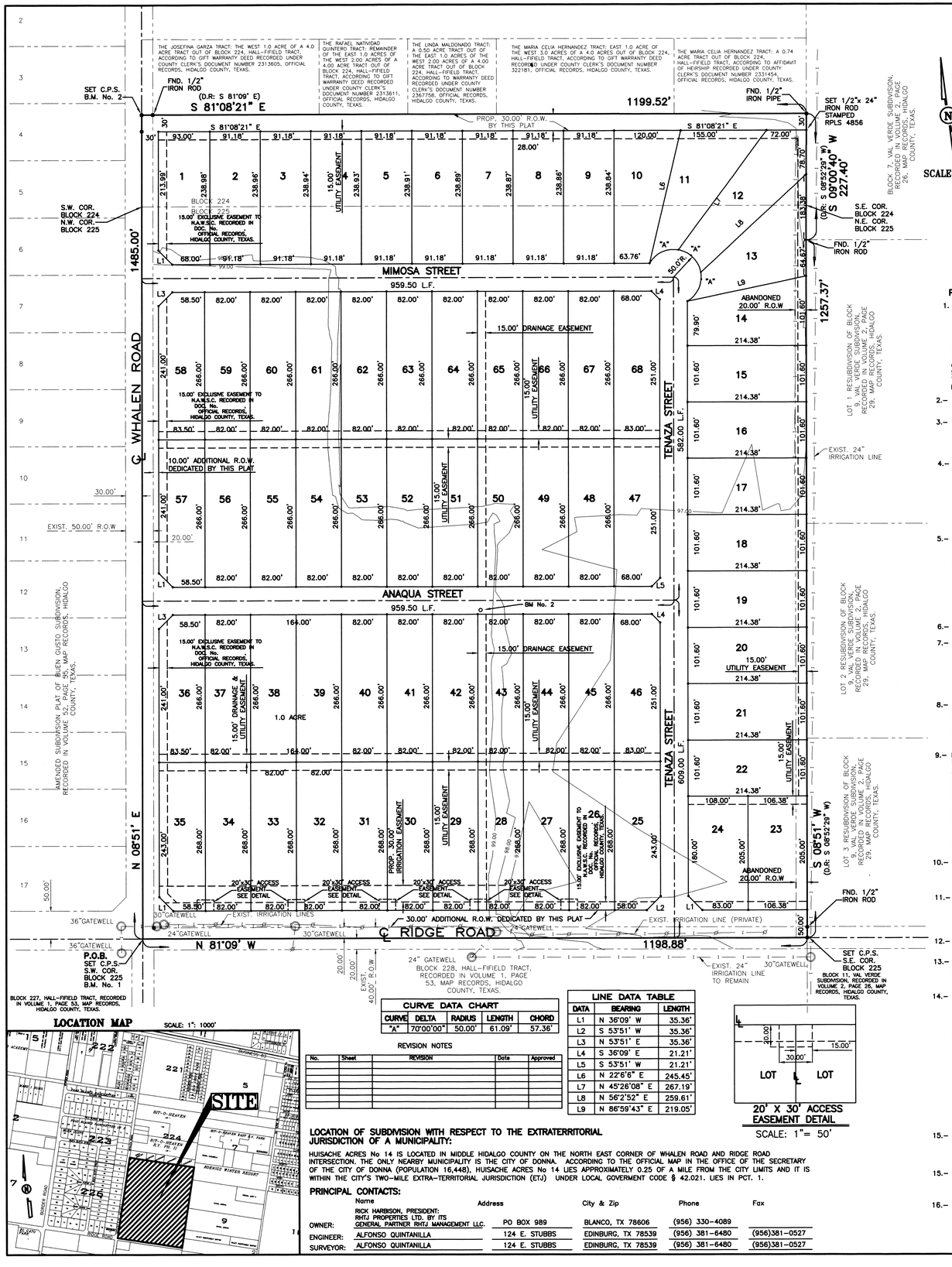
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **DONNA**.

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



LOT	AREA (S.F.)	AREA (AC.)
1	21,913.16	0.503
2-9	21,789.13	0.500
10	21,943.68	0.504
11	21,802.24	0.501
12	23,887.79	0.548
13	22,098.22	0.508
14	21,952.24	0.504
15-22	21,781.01	0.500
23	21,781.01	0.501
24	21,807.90	0.501
25	21,931.50	0.503
26-34	21,976.00	0.504
35	22,065.50	0.507
36	21,898.50	0.503
37-45	21,812.00	0.501
46	21,965.50	0.504
47	21,965.50	0.504
48-56	21,812.00	0.501
57	21,898.50	0.503
58	21,898.50	0.503
59-67	21,812.00	0.501
68	21,965.50	0.504

PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE DESIGNATION: ZONE "B"
AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CON- TRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY-PANEL NUMBER 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982
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"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.
3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5.– MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
FRONT LOTS: 23 – 35	50.00'
REAR	15.00'
SIDE	6.00'
CORNER SIDE	10.00
CORNER SIDE, WHERE ROW IS GREATER THAN 50.0 FEET	20.00'
FRONT CUL-DE-SAC	15.00'

OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

6.– NO COMMERCIAL USE SHALL BE ALLOWED ON ANY LOTS.
7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF **85.558.22** CUBIC –FEET **1.51** ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.
8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
9.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. NO. 1 ELEV.=100.39 COTTON PICKER SPINDLE SET LOCATED ON THE INTERSECTION OF RIDGE ROAD AND WHALEN ROAD AT THE SOUTHWEST CORNER OF PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM
B.M. NO. 2 ELEV.=98.80 COTTON PICKER SPINDLE SET LOCATED ON WHALEN ROAD AT THE NORTHWEST CORNER OF PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM
B.M. NO. 3 ELEV.=97.00 COTTON PICKER SPINDLE SET LOCATED ON TOP OF A TYPE "A" INLET LOCATED NEAR THE NORTH WEST CORNER OF LOT 43. N.A.V.D. 88 DATUM
10.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
11.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
12.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
13.– **RICK HARBISON**, THE OWNER & SUBDIVIDER OF **HUISACHE ACRES No 14** RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. **2** OF THIS PLAT.
14.– ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A.–OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY
B.–EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C.–OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D.–SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E.–APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
15.– NO DRIVEWAY ACCESS ON TO LOTS 1, 35, 36, 57 AND 58 FROM WHALEN ROAD AND LOTS 24 THROUGH 25 FROM RIDGE ROAD. NO DRIVEWAY ACCESS ON TO LOTS 1 THROUGH 12 FROM THE PROPOSED 30 FOOT ROAD R.O.W. DEDICATED BY THIS PLAT.
15.– THE PURCHASER OF LOTS 23 SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH AT BUILDING PERMIT TIME.
16.– NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM RIDGE ROAD ON TO LOTS 24 THROUGH 35. A 24 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 26 & 27, 28 & 29, 30 & 31, 32 & 33 AND 34 & 35 TO PROVIDE INGRESS AND EGRESS FROM RIDGE ROAD.

CURVE DATA CHART				
CURVE	DELTA	RADIUS	LENGTH	CHORD
"A"	70°00'00"	50.00'	61.09'	57.36'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 36°09' W	35.36'
L2	S 53°51' W	35.36'
L3	N 53°51' E	35.36'
L4	S 36°09' E	21.21'
L5	S 53°51' W	21.21'
L6	N 22°6'6" E	245.45'
L7	N 45°26'08" E	267.19'
L8	N 56°2'52" E	259.61'
L9	N 86°59'43" E	219.05'

20' X 30' ACCESS EASEMENT DETAIL
SCALE: 1"= 50'

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP
SCALE: 1": 1000'

LOCATION OF SUBDMISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
HUISACHE ACRES No 14 IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE NORTH EAST CORNER OF WHALEN ROAD AND RIDGE ROAD INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 16,448), HUISACHE ACRES No 14 LIES APPROXIMATELY 0.25 OF A MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. LIES IN PCT. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	RICK HARBISON, PRESIDENT: RHTJ PROPERTIES LTD. BY ITS GENERAL PARTNER RHTJ MANAGEMENT LLC.	PO BOX 989	BLANCO, TX 78606	(956) 330–4089	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527

SUBDIVISION PLAT OF:
HUISACHE ACRES No. 14

A 40.87 ACRE TRACT OF LAND OUT OF BLOCKS 224 AND 225, HALL–FIFIELD TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2648886, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 40.87 ACRE TRACT OF LAND OUT OF BLOCKS 224 AND 225, HALL–FIFIELD TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2648886, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

BEGINNING AT A COTTON PICKER SPINDLE SET AT THE INTERSECTION OF THE CENTERLINES OF WHALEN ROAD AND RIDGE ROAD FOR THE SOUTHWEST CORNER OF BLOCK 225 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°51' E, ALONG THE WEST LINE OF BLOCK 224 AND 225 AND THE CENTERLINE OF WHALEN ROAD, A DISTANCE OF 1,485.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°08'21" E, (DEED RECORD: S 81°09' E) ALONG THE SOUTH LINE OF THE JOSEFINA GARZA TRACT (THE WEST 1.0 ACRE OF A 4.0 ACRE TRACT OUT OF BLOCK 224, HALL–FIFIELD TRACT, ACCORING TO GIFT WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2313605, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE RAFAEL NATIVIDAD QUINTERO TRACT (REMAINDER OF THE EAST 1.0 ACRES OF THE WEST 2.00 ACRES OF A 4.00 ACRE TRACT OUT OF BLOCK 224, HALL–FIFIELD TRACT, ACCORDING TO GIFT WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2313611, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE LINDA MALDONADO TRACT (A 0.50 ACRE TRACT OUT OF THE EAST 1.0 ACRES OF THE WEST 2.00 ACRES OF A 4.00 ACRE TRACT OUT OF BLOCK 224, HALL–FIFIELD TRACT, ACCORING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2367758, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE MARIA CELIA HERNANDEZ TRACT (EAST 1.0 ACRE OF THE WEST 3.0 ACRES OF A 4.0 ACRES OUT OF BLOCK 224, HALL–FIFIELD TRACT, ACCORDING TO GIFT WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 322181, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE MARIA CELIA HERNANDEZ TRACT (A 0.74 ACRE TRACT OUT OF BLOCK 224, HALL–FIFIELD TRACT, ACCORDING TO AFFIDAVIT OF HEIRSHIP RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2331454, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FOR THE EAST RIGHT OF WAY LINE OF WHALEN ROAD, A TOTAL DISTANCE OF 1,199.52 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE MARIA CELIA HERNANDEZ TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°00'40" W (DEED RECORD: S 08°52'29" W), ALONG THE EAST LINE OF BLOCK 224 AND 225, A DISTANCE OF 227.40 FEET TO A 1/2" IRON ROD FOUND FOR THE AN INTERIOR CORNER OF THIS TRACT.

THENCE S 08°51' W (DEED RECORD: S 08°52'29" W) ALONG THE EAST LINE OF BLOCK 225, PASSING A 1/2" IRON ROD FOUND AT 1,237.37 FEET FOR THE NORTH RIGHT OF WAY LINE OF RIDGE ROAD, A TOTAL DISTANCE OF 1,257.37 FEET TO A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF RIDGE ROAD FOR THE SOUTHEAST CORNER OF LOT 225 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°09' W, ALONG THE SOUTH LINE OF BLOCK 225 AND THE CENTERLINE OF RIDGE ROAD, A DISTANCE OF 1,198.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 40.87 ACRES OF LAND MORE OR LESS.

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

12–2–15
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20____.

RICK HARBISON, PRESIDENT:
RHTJ PROPERTIES LTD. BY ITS
GENERAL PARTNER RHTJ MANAGEMENT LLC.
PO BOX 989
BLANCO, TX 78606

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **HUISACHE ACRES No 14** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ ____, 20___.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION: COUNTY CLERK'S RECORDING CERTIFICATION: CITY OF DONNA MAYOR CERTIFICATION, CITY OF DONNA PLANNING DEPT. CERTIFICATION, HCDD NO. 1 CERTIFICATION, NORTH ALAMO WSC STATEMENT, HEALTH DEPARTMENT CERTIFICATION, DONNA IRRIGATION DISTRICT CERTIFICATION AND COUNTY JUDGE'S CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER DISTRIBUTION SYSTEM, OSSF OR WASTE WATER COLLECTION SYSTEM AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICK HARBISON, PRESIDENT: RHTJ PROPERTIES LTD. BY ITS GENERAL PARTNER RHTJ MANAGEMENT LLC. AS OWNER OF THE 40.87 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED HUISACHE ACRES No. 14, 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.

RICK HARBISON, PRESIDENT: — DATE
RHTJ PROPERTIES LTD. BY ITS
GENERAL PARTNER RHTJ MANAGEMENT LLC.
PO BOX 989
BLANCO, TX 78606

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared **RICK HARBISON**, PRESIDENT:
RHTJ PROPERTIES LTD. BY ITS
GENERAL PARTNER RHTJ MANAGEMENT LLC.
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

NEYDA S. RAMIREZ — Notary Public, State of Texas — My Commission Expires March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

CITY OF DONNA, TX
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the HUISACHE ACRES No 14 was received and approved by the city Council of the City of DONNA on _____, ____.

Mayor of the City of DONNA — Date

ATTEST: _____ ____
Secretary of the City of DONNA — Date

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:
THIS PLAT HUISACHE ACRES No 14 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION ON THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISION.

DATED THIS _____ DAY OF _____, 20___.

ATTEST: _____ BY: _____
SECRETARY — CHAIRMAN PLANNING COMMISSION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the HUISACHE ACRES No 14 was reviewed and approved by the Hidalgo County Commissioners Court on _____, ____.

ATTEST: _____ ____ _____ ____
Hidalgo County Clerk — date — Hidalgo County Judge — date

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS _____ DAY OF _____, 20___.

SECRETARY — PRESIDENT

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDMISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA — 8-31-16
P.E. No. 95534 — 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

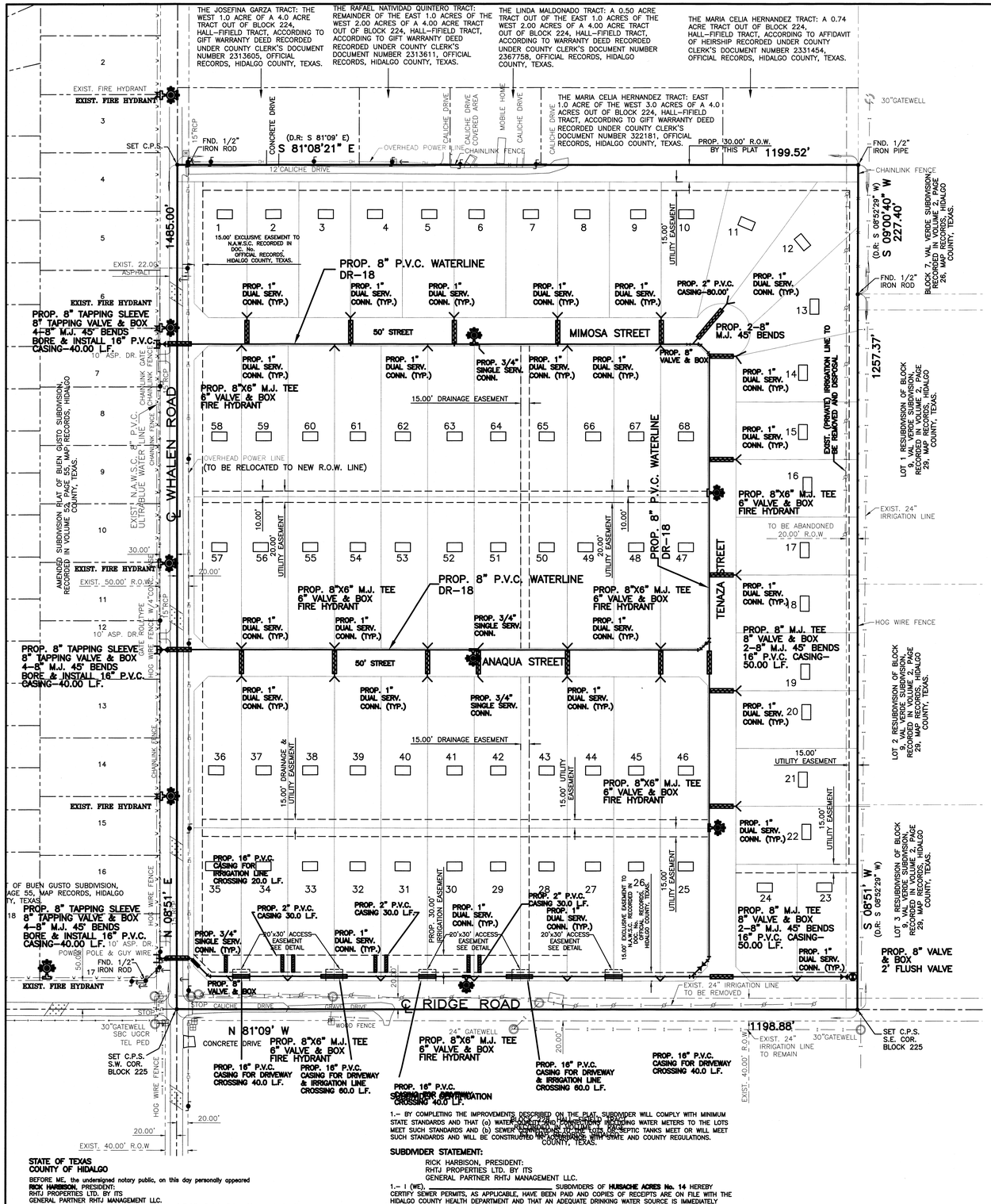
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00

LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\H.C.\HUISACHE ACRES No 14\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	12–2–2015	JLUIS CVZS		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
	08–23–2016	JLUIS CVZS		

HUISACHE ACRES No. 14

A 40.87 ACRE TRACT OF LAND OUT OF BLOCKS 224 AND 225, HALL-FIFIELD TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2648886, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



B-1 ⊗ TEST BORINGS

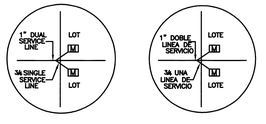
▭ SEPTIC TANK (OSSF)

COST ESTIMATE

WATER DISTRIBUTION: $_____
DRAINAGE IMPROVEMENTS: $_____
PAVING IMPROVEMENTS: $_____
SEPTIC TANK (OSSF): $_____

Ⓜ WATER METER BOX — 8" WATER SUPPLY LINE — SERVICE LINES

Ⓜ CAJA DE MEDIDOR DE AGUA — 8" LINEA DE AGUA — LINEAS DE SERVICIOS



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared
RICK HARBISON, PRESIDENT:
RHTJ PROPERTIES LTD. BY ITS
GENERAL PARTNER RHTJ MANAGEMENT LLC.
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

SUBDIVIDER STATEMENT:

RICK HARBISON, PRESIDENT:
RHTJ PROPERTIES LTD. BY ITS
GENERAL PARTNER RHTJ MANAGEMENT LLC.

1.– I (WE), _____ SUBDIVIDERS OF **HUISACHE ACRES No. 14** HEREBY CERTIFY THAT ALL OF THE PROPOSED WATER METERS TO BE INSTALLED ON EACH LOT WITHIN THIS SUBDIVISION, AS SHOWN ON THE PLAT, 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.

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER CONNECTIONS MADE TO PROVIDING 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.

RICK HARBISON, PRESIDENT:
RHTJ PROPERTIES LTD. BY ITS
GENERAL PARTNER RHTJ MANAGEMENT LLC.
PO BOX 989
BLANCO, TX 78606

DATE

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

FINAL ENGINEERING REPORT FOR HUISACHE ACRES No. 14:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

HUISACHE ACRES No. 14 WILL BE 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 SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE ON THE WEST SIDE OF WHALEN ROAD.

THE WATER SYSTEM FOR HUISACHE ACRES No. 14 CONSISTS OF A PROPOSED 8" DIAMETER WATERLINE THAT TAPS INTO THE EXISTING 8" DIAMETER WATERLINE ON THE WEST SIDE OF WHALEN ROAD. NEAR THE NORTHWEST CORNER OF LOT 58, A PROPOSED 8" WATERLINE RUNS EAST ALONG THE SOUTH SIDE OF 50.0 FOOT STREET 1, TURNS SOUTH ALONG THE WEST SIDE OF STREET 3 CONNECTING TO THE PROPOSED 8" WATERLINE ON THE NORTH SIDE OF RIDGE ROAD. AT THE SOUTHWEST CORNER OF LOT 57, A PROPOSED 8" WATERLINE RUNS EAST ALONG THE SOUTH SIDE OF 50.0 FOOT STREET 2 AND CONNECTS TO THE PREVIOUS PROPOSED 8" DIAMETER WATERLINE ON WEST SIDE OF 50.0 FEET STREET 3. AT THE SOUTHWEST CORNER OF LOT 35, A PROPOSED 8" DIAMETER WATERLINE RUNS EAST ON THE NORTH SIDE OF RIDGE ROAD ENDING AT A FLUSH VALVE AT THE SOUTHEAST CORNER OF LOT 23.

FROM THE 8" DIAMETER WATERLINE, THERE ARE THIRTY-TWO (31) 1" DUAL SERVICE LINES RUNNING TO FOR EACH BEFORE SPLITTING INTO TWO 3/4" DIAMETER SINGLE SERVICE LINES THAT RUN INTO THE WATER METER BOXES FOR EACH LOT. THERE ARE FOUR (6) 3/4" SINGLE SERVICE LINES THAT RUN TO THE METER BOXES OF THE LOTS.

THE 8" WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES AND THE METER BOXES WILL BE INSTALLED, AT A TOTAL COST OF $ _____ OR $ _____ PER LOT. THE SUBDIVIDER HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $ _____ OR $ _____ PER LOT, WHICH REPRESENTS THE TOTAL COST OF WATER METERS AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE N.A.W.S.C. SYSTEM. THE SUBDIVIDER WILL BE INSTALLED SIX (6) FIRE HYDRANTS AT A UNIT COST OF $ _____ FOR A TOTAL COST OF $ _____. THE ENTIRE WATER FACILITIES WILL BE APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM THE HUISACHE ACRES No. 14, 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. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

EACH LOT IN THE EXISTING SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM, SANDY CLAY LOAM AND CLAY LOAM SOIL FOR THE AREA. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD TWO (2) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS & (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL IS A UNIFORM SANDY LOAM (CLASS II) EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY EXISTING EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE EXISTING EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ _____, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A PERSONAL CHECK REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $ _____, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDERSHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES WILL BE CONSTRUCTED, WITH THE INSTALLATION OF WATER METER BOXES, HAVE COST A GRAND TOTAL OF $ _____ WHICH EQUALS TO $ _____ PER LOT.

SEWAGE FACILITIES– SEPTIC SYSTEM IS ESTIMATED TO COST $ _____ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ _____ FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 95534 — P.E. — 8-31-16 DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION HUISACHE ACRES No. 14:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Gastos.

LA SUBDIVISION HUISACHE ACRES No. 14 HA SIDO PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HA COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION.

N.A.W.S.C. TIENE UNA LINEA DE AGUA DE 8" DE DIAMETRO EXISTENTE SE EN EL LADO OESTE DE LA CALLE WHALEN ROAD.

EL SISTEMA DE AGUA PARA HUISACHE ACRES No. 14 CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE SE CONECTAR UNA LINEA DE AGUA EXISTENTE DE 8" DIAMETRO EN EL LADO OESTE DE LA CALLE WHALEN ROAD. DE LA ESQUINA NOROESTE DE LOTE 58, LA LINEA DE AGUA DE 8" DE DIAMETRO CORRE ESTE POR EL LADO SUR DE LA CALLE 1, Y DA VUELTA SUR EN EL LADO OESTE DE LA CALLE 3 Y SE CONNECTA CON UNA LINEA DE AGUA 8" DE DIAMETRO EN EL LADO NORTE DE LA CALLE RIDGE ROAD. DE LA ESQUINA SUROESTE DE LOTE 57, LA LINEA DE AGUA DE 8" DE DIAMETRO CORRE ESTE EN EL LADO SUR DE LA CALLE STREET 2 Y SE CONECTAR CON UNA LINEA DE AGUA DE 8" DE DIAMETRO EN EL LADO OESTE DE LA CALLE STREET 3. DE LA ESQUINA SUROESTE DE LOTE 35, LA LINEA DE AGUA DE 8" DIAMETRO CORRE ESTE EN EL LADO NORTE DE LA CALLE RIDGE ROAD Y TERMINA EN LA ESQUINA DE LOTE 23.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN TREINTA Y DOS (31) DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4"DE PULGADA DE DIÁMETRO PARA CADA LOTE. ADICIONALMENTE HAY CUATRO (6) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIÁMETRO PARA CADA LOTE.

LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE 3/4" DE PULGADAS DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE US$ O US$ _____ POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN LE HA PAGADO A LA COMPAÑIA N.A.W.S.C. US$ _____ QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, US$ _____ ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN HA INSTALADO SIES (6) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ _____ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $ _____. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Gastos.

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR DE LA SUBDIVISION HUISACHE ACRES No. 14. ESTA FOSA SÉPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL EVALUADOR (LIC# OS 12258) AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISION 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. EL EVALUADOR (LIC# OS 12258) HIZO DOS (2) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES Y (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME FRANCO ARENOSO (CLASS II) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MÁS 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 US$ _____, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SÉPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL. CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTIA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN CHEQUE PERSONAL REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE US$ _____, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSAS SÉPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISION INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SÉPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIA LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), 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: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $ _____ A UN COSTO TOTAL DE $ _____ TODA LA SUBDIVISIÓN.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 95534 — P.E. — 8-31-16 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

SHEET NO. 2 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\HC\HUISACHE ACRES No. 14\WATER &PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MARCH 1, 2016	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HUISACHE ACRES No. 14

A 40.87 ACRE TRACT OF LAND OUT OF BLOCKS 224 AND 225, HALL–FIFIELD TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2648886, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR
HUISACHE ACRES No. 14

Huisache Acres No.14 is a 40.87 acre tract of land out of Blocks 224 and 225, Hall–Fifield Tract, Hidalgo County, Texas, according to the map or plot thereof recorded in Volume 1, Page 53, map records, Hidalgo County, Texas, and according to General Warranty Deed recorded under County Clerk's Document Number 2648886, official records, Hidalgo County, Texas. This subdivision is located at the northwest corner of Whalen Road and Ridge Road. This site is agricultural. The proposed subdivision will consist of 68 residential lots.

The tract is Zone "B" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

This soil is fine sandy loam, sandy clay loam and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 4–23. 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= 7.99 cubic feet per second based on a 10–year storm.

After development the runoff will be Q= 21.69 cubic feet per second for an increase of Q= 13.70 cubic feet per second. Detention will be 65,558.22 cubic feet (1.51 acre feet). Drainage detention is being provided within existing Hidalgo County Drain Ditch located along the west side of Border Road south of Ridge Road. Runoff from streets and lots will be provided by a proposed storm sewer system consisting of 18", 24", 30" and 36" pipes which will flow west along Ridge Road and south along Border Road and will outfall into said Hidalgo County Drain Ditch.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR FLOOD IS CONTAINED WITHIN THE RIGHT–OF–WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

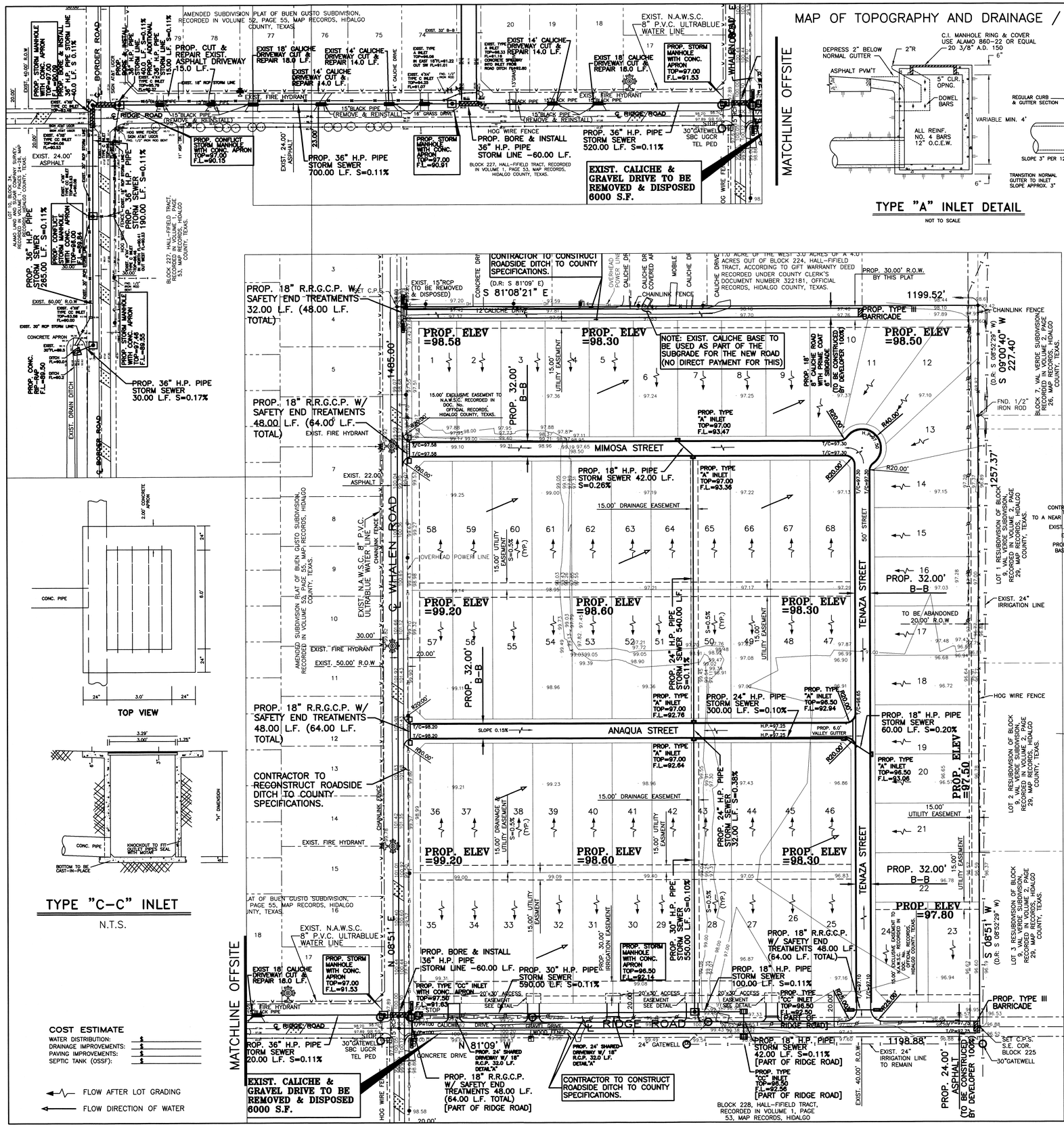
BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR ZONE "B" [AREAS DETERMINED TO BE OUTSIDE THE 500–YEAR FLOOD PLAIN] AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C (NOVEMBER 16, 1982) IS CONTAINED WITHIN THE RIGHT–OF–WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. 95534

10-12-16
DATE

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE


MATCHLINE OFFSITE
AMENDED SUBDIVISION PLAT OF BUEN GUSTO SUBDIVISION, RECORDED IN VOLUME 52, PAGE 55, MAP RECORDS, HIDALGO COUNTY, TEXAS.
BLOCK 227, HALL–FIFIELD TRACT, RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS.
LOT 10, BLOCK 34, ALAMO LAND & SUGAR COMPANY'S SUBDIVISION, RECORDED IN VOLUME 24, PAGE 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS.
EXIST. 60.00' R.O.W.
EXIST. 40.00' R.O.W.
EXIST. 24.00' ASPHALT
EXIST. 22.00' ASPHALT
EXIST. DRAIN DITCH
EXIST. FIRE HYDRANT
EXIST. 50.00' R.O.W.
EXIST. N.A.W.S.C. 8" P.V.C. ULTRABLUE WATER LINE
EXIST. 15"RCP (TO BE REMOVED & DISPOSED)
EXIST. 32' B–B
EXIST. 18" RCP STORM LINE
EXIST. 30" RCP STORM LINE
EXIST. 4"GAS
EXIST. 8" P.V.C. SANITARY SEWER
EXIST. 12" P.V.C. SANITARY SEWER
EXIST. 6" P.V.C. SANITARY SEWER
EXIST. 4" P.V.C. SANITARY SEWER
EXIST. 8" P.V.C. SANITARY SEWER
EXIST. 10" P.V.C. SANITARY SEWER
EXIST. 12" P.V.C. SANITARY SEWER
EXIST. 15" P.V.C. SANITARY SEWER
EXIST. 18" P.V.C. SANITARY SEWER
EXIST. 24" P.V.C. SANITARY SEWER
EXIST. 30" P.V.C. SANITARY SEWER
EXIST. 36" P.V.C. SANITARY SEWER
EXIST. 42" P.V.C. SANITARY SEWER
EXIST. 48" P.V.C. SANITARY SEWER
EXIST. 54" P.V.C. SANITARY SEWER
EXIST. 60" P.V.C. SANITARY SEWER
EXIST.

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: 10-25-2016

PROPOSED **RSBR DG (FM 88)** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **MANUEL RAMIRO SALDIVAR, JR., DIRECTOR, MRSJ INVESTMENTS, LLC.**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ___☐*SINGLE FAMILY ___☐*MULTI-FAMILY **1** ☒COMMERCIAL ___☐INSTITUTIONAL

LOCATION DESCRIPTION: **SOUTH EAST CORNER OF FM 88 AND MILE 14 ½ NORTH ROAD.**

SUBDIVISION LIES WITHIN THE: ☒THE RURAL AREA OF THE COUNTY

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-13-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY ONSITE DETENTION PONDS WITH AN OVERFLOW STRUCTURE DISCHARGING ONTO MILE 14 ½ NORTH ROAD SIDE DITCH.**

ROAD R.O.W. DEDICATION: **15 FEET ONTO MILE 14 ½ NORTH ROAD.**

H.C.R.O.W. FINAL APPROVAL DATE: **9-22-2016** By, **ROY GONZALEZ, PCT. 1** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **8-30-2016** 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: **MILE 14 ½ NORTH ROAD.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **10-04-2016** : 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.

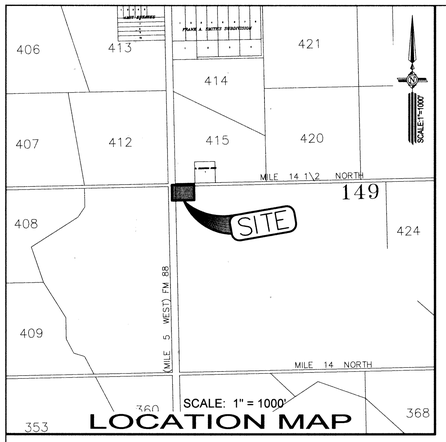
STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments.*

☒ **Final Approval** *subject to recommendations other departments*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



LOCATION MAP

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SUBDIVISION PLAT OF RSBR DG (FM 88) SUBDIVISION IS LOCATED IN THE CENTRAL PART OF HIDALGO COUNTY AND ON THE SOUTHEAST CORNER OF FM 88 (MILE 5 WEST), AND MILE 14 1/2 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ELSA. RSBR DG (FM 88) SUBDIVISION DOES NOT FALL WITHIN 2 MILE E.T.J. OF CITY OF ELSA. THIS SUBDIVISION FALLS WITHIN PRECINCT 1.

SUBDIVISION PLAT OF
RSBR DG (FM 88) SUBDIVISION

BEING A RESUBDIVISION OF
1.501 ACRES [65,400.024 Sq. Ft.] OUT OF
LOT 12, BLOCK 149,
WEST AND ADAMS TRACTS SUBDIVISION
VOLUME 2, PAGES 34-37, H.C.M.R.
HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 1.501 ACRES [65,400.024 SQUARE FEET] SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 12, BLOCK 149, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, HIDALGO COUNTY MAP RECORDS, SAID 1.501 ACRES [65,400.024 SQUARE FEET] BEING A PART OR PORTION OUT OF A LARGER TRACT OF LAND CONVEYED TO M.R.S.J. INVESTMENTS, LLC , A TEXAS LIMITED LIABILITY COMPANY, BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2559554, HIDALGO COUNTY OFFICIAL RECORDS, SAID 1.501 ACRES [65,400.024 SQUARE FEET] ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NAIL SET ON THE NORTHWEST CORNER OF SAID LOT 12, BLOCK 149, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, N 88° 45' 29" E ALONG THE NORTH LINE OF SAID LOT 12, BLOCK 149, AND WITHIN THE RIGHT-OF-WAY OF MILE 14 1/2 , A DISTANCE OF 310.00 FEET TO A NAIL SET FOR THE NORTHEAST CORNER OF THIS TRACT;
2. THENCE, S 01° 14' 31" E ALONG THE WEST LINE OF A TRACT OF LAND CONVEYED TO ROJELIO GONZALEZ AND CRISTELA GONZALEZ BY VIRTUE OF A WARRANTY DEED RECORDED IN VOLUME 3275, PAGE 184, HIDALGO COUNTY OFFICIAL RECORDS; AT A DISTANCE OF 30.00 FEET PASS A NO. 4 REBAR SET ON THE SOUTH RIGHT-OF-WAY LINE OF MILE 14 1/2, CONTINUING A TOTAL DISTANCE OF 215.00 FEET TO A NO. 4 REBAR SET [NORTHING: 16621543.860, EASTING: 1150832.828] FOR THE SOUTHEAST CORNER OF THIS TRACT;
3. THENCE, S 88° 45' 29" W AT A DISTANCE OF 250.00 FEET PASS A NO. 4 REBAR SET FOR ON THE EAST RIGHT-OF-WAY LINE OF F.M. 88, CONTINUING A TOTAL DISTANCE OF 310.00 FEET TO A NAIL SET [NORTHING: 16621537.142, EASTING: 1150522.901] FOR THE SOUTHWEST CORNER OF THIS TRACT;
4. THENCE, N 01° 14' 31" W ALONG THE WEST LINE OF SAID LOT 12, BLOCK 149, AND WITHIN THE RIGHT-OF-WAY OF F.M. 88, A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.530 ACRES [66,650.000 SQUARE FEET], SAVE AND EXCEPT A 0.029 OF ONE ACRE [1,249.976 SQUARE FEET] TRACT OF LAND CONVEYED TO THE STATE OF TEXAS BY VIRTUE OF A DEED RECORDED UNDER DOCUMENT NUMBER 17654466, HIDALGO COUNTY OFFICIAL RECORDS, LEAVING THE HEREIN DESCRIBED TRACT 1.501 ACRES [65,400.024 SQUARE FEET], OF WHICH 0.086 OF ONE ACRE [3,750.000 SQUARE FEET] LIES WITHIN THE RIGHT-OF-WAY OF MILE 14 1/2 , AND 0.296 OF ONE ACRE [12,900.000 SQUARE FEET] LIES WITHIN THE RIGHT-OF-WAY OF F.M. 88, LEAVING A NET OF 1.119 ACRES [48,750.024 SQUARE FEET] OF LAND, MORE OR LESS.

SAID 0.029 OF ONE ACRE [1,249.976 SQUARE FEET] BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL SET ON THE NORTHWEST CORNER OF SAID LOT 12, BLOCK 149;

THENCE S 01° 14' 31" E ALONG THE WEST LINE OF SAID LOT 12, BLOCK 149, A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 12, BLOCK 149;

THENCE N 88° 45' 29" E A DISTANCE OF 60.00 FEET TO A NO. 4 REBAR SET FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, N 88° 45' 29" E A DISTANCE OF 50.00 FEET TO A NO. 4 REBAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;
2. THENCE, S 43° 45' 16" W A DISTANCE OF 70.71 FEET TO A NO.4 REBAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT;
3. THENCE, N 01° 14' 31" W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.029 OF ONE ACRE [1,249.976 SQUARE FEET] OF LAND, MORE OR LESS.

CERTIFICATION OF HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

THIS PLAT APPROVED BY THE HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

DATED THIS 20th DAY OF Sept. 2016.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO.9 RIGHT-OF-WAYS AND/ OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. #9.

2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

3. H.C.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR THE STORM/ DRAINAGE WATER SYSTEM TO ANY LOT WITH IN THIS SUBDIVISION. AS WELL, H.C.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITH IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

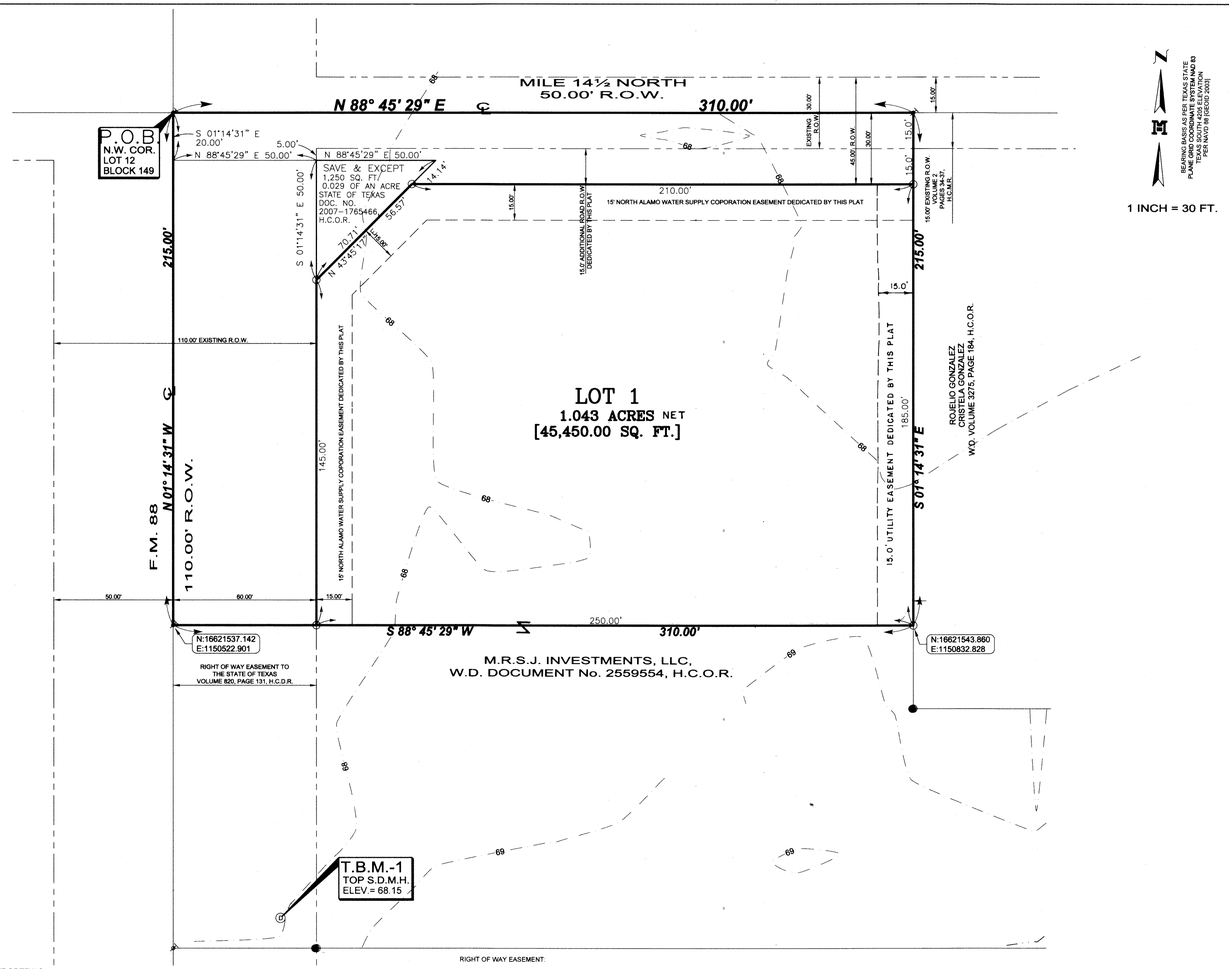
4. H.C.C.I.D. #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THA THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER

HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	MRSJ- INVESTMENTS, LLC	4020 N. TEXAS BLVD.	WESLACO, TX. 78599	(956) 638-2363	N / A
ENGINEER:	KELLEY A. HELLER-VELA	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839



BEARING BASIS AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 SOUTH ZONE (4205) PER NAVD 88 (GEOID 2003)

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT: ZONE "X" (UNSHADED) IS DEFINED AS: "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN." COMMUNITY-PANEL NUMBER: 480334 0450 C
MAP REVISED: JUNE 6, 2000.
FURTHER REVISED TO REFLECT LOMR DATED MAY 30, 2002 .

2. SETBACKS:
CORNER SIDE: 20.00 FEET OR EASEMENT, WHICHEVER IS GREATER
REAR: 15.00' OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
FRONT: 50.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3. LOT 1 IS FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS OR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 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, **ELEVATIONS AS PER NAVD 88 (GEOID 2003)** .

B.M. NO.1 – TOP OF STORM DRAIN MANHOLE AT APPROXIMATELY 123 FT. SOUTH FROM PROPERTY LINE AND 15.0 WEST FROM THE F.M. 88 RIGHT OF WAY LINE; N:16621415.998 E:1150570.501, ELEV.= 68.15.

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 5113 CUBIC-FEET (0.117 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 2 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

9. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

10. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

11. MANUEL RAMIRO SALDIVAR, JR. THE OWNER & SUBDIVIDER OF RSBR DG (FM 88) SUBDIVISION, RETAINS A BLANKET EASMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

12. 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 DESIGN FOR COMMERCIAL USE.

13. NO ACCESS WILL BE ALLOWED TO F.M. 88.

14. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

STATE OF TEXAS
COUNTY OF HIDALGO:

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

I, MANUEL RAMIRO SALDIVAR, JR AS OWNERS OF THE 1.501 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED
PLAT OF RSBR DG (FM 88) SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREET(S), PARK AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

MANUEL RAMIRO SALDIVAR, JR. - DIRECTOR
MRSJ INVESTMENTS/LLC
4020 N. TEXAS BLVD
WESLACO, TX 78599

DATE 09/16/2016

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MANUEL RAMIRO SALDIVAR, JR. AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 16 DAY OF Sept. 20 16

NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES: 8-26-2017

CELESTINE STEWART
Notary Public
STATE OF TEXAS
Notary ID #5944748
Comm. Expires Aug. 26, 2017

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

RAUL E. SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

RIGHT OF WAY EASEMENT:

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE 16 DAY OF Sept 20 16

MANUEL RAMIRO SALDIVAR, JR. (GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS§
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MANUEL RAMIRO SALDIVAR, JR. 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 16 DAY OF Sept 20 16

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 8-26-2017

CELESTINE STEWART
Notary Public
STATE OF TEXAS
Notary ID #5944748
Comm. Expires Aug. 26, 2017

LEGEND

- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ● FOUND No.4 REBAR
- Ⓒ BENCHMARK SET MELDEN & HUNT DISK
- ◉ FOUND PIPE
- ⌀ SET NAIL
- Ⓓ STORM DRAIN MANHOLE

R.O.W.- RIGHT-OF-WAY
SF OR SQ. FT. - SQUARE FEET
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
W.D. DOC. NO. - WARRANTY DEED DOCUMENT NUMBER
T-B.M. - TEMPORARY BENCH MARK
H.C.C.I.D. - HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO.9
Σ SAME OWNER

P.O.B. - POINT OF BEGINNING
OSSF - ON SITE SANITARY SEWER FACILITIES
℄ - CENTERLINE OF RIGHT-OF-WAY
N.W. COR. - NORTH WEST CORNER
S.D.M.H. - STROM DRAIN MANHOLE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RSBR DG (FM 88) SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT

ON THIS THE ___ DAY OF_____ 20 ___

HIDALGO COUNTY JUDGE — DATE

ATTEST: HIDALGO COUNTY CLERK — DATE

16. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

17. MANUEL RAMIRO SALDIVAR, JR. , THE OWNER & SUBDIVIDER OF RSBR DG (FM 88) 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.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, KELLEY A. HELLER-VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE 14th DAY OF September, 16

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

Kelley A. Heller-Vela
KELLEY A. HELLER-VELA, PROFESSIONAL ENGINEER No.97421
STATE OF TEXAS

DATE PREPARED: 07/29/16
ENGINEERING JOB # 16063.00

STATE OF TEXAS
KELLEY A. HELLER-VELA
97421
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO, TEXAS.

DATED THIS THE 14 DAY OF September 20 16

Fred L Kurth
FRED L. KURTH, PROFESSIONAL LAND SURVEYOR No.4750
STATE OF TEXAS

DATE SURVEYED: 04-11-2016
T-1008, PG.
SURVEY JOB # 16063.08

FRED L. KURTH
4750
REGISTERED
PROFESSIONAL
LAND SURVEYOR

INDEX TO SHEET OF MINOR PLAT OF RSBR DG (FM 88) SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1, N.A.W.S.C. CERTIFICATION.

SHEET 2: INCLUDING LAYOUT OF WATER AND WASTE WATER (OSSF) AND ENGINEERS CERTIFICATION. MAP OF TOPOGRAPHY AND DRAINAGE PRIOR TO DEVELOPMENT. PROPOSED SITE PLAN.

COUNTY CLERK
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

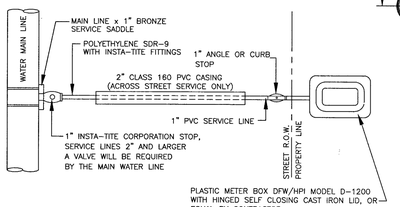
DRAWN BY:	R. DE JESUS	DATE:	9-12-16.
SURVEYED, CHECKED	J.L.G.	DATE:	9-12-16 .
FINAL CHECK		DATE:	9-12-16 .

TBPE FIRM # F-1435

MELDEN & HUNT INC.
CONSULTANTS' ENGINEERS SURVEYORS
115 W. McINTYRE — 227 N. F.M. 3167
EDINBURG, TX 78541 — RIO GRANDE CITY, TX 78582
PH: (956) 381-0981 — PH: (956) 487-8256
FAX: (956) 381-1839 — FAX: (956) 488-8591
ESTABLISHED 1947 — www.meldenandhunt.com

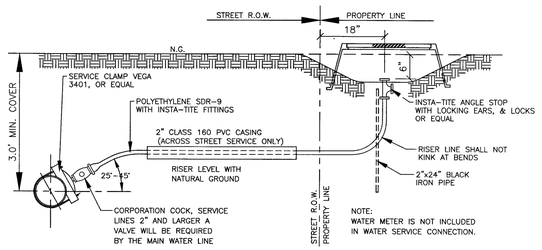
SUBDIVISION PLAT OF
RSBR DG (FM 88) SUBDIVISION

BEING A RESUBDIVISION OF
1.530 ACRES [66,650.000 Sq. Ft.] OUT OF
LOT 12, BLOCK 149,
WEST AND ADAMS TRACTS SUBDIVISION
VOLUME 2, PAGE 34-37, H.C.M.R.
HIDALGO COUNTY, TEXAS



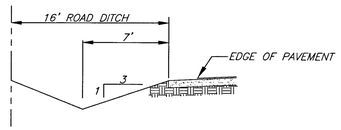
SINGLE WATER SERVICE CONNECTION

SCALE: NOT TO SCALE

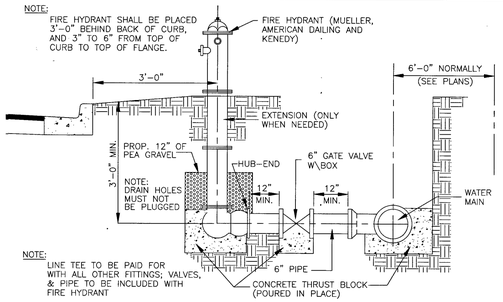


TYPICAL WATER SERVICE CONNECTION ELEVATION

SCALE: NOT TO SCALE



MILE 14 1/2 NORTH ROAD DITCH SECTION



TYPICAL FILLING STATION INSTALLATION

DRAINAGE STATEMENT
RSBR DG FM 88 SUBDIVISION
AUGUST 4, 2016, REV: 9-12-16, REV. 10-7-16

RSBR DG FM 88 SUBDIVISION IS A 1.501 ACRES (65,400 SF) TRACT OF LAND OUT OF LOT 12, BLOCK 149, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY TEXAS AS RECORDED IN VOLUME 2, PAGES 34 THRU 37, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED IN THE SOUTHEAST CORNER OF MILE 14 ½ NORTH AND FM 88 (MILE 5 WEST). THE PROPERTY IS CURRENTLY A SINGLE-FAMILY RESIDENTIAL HOME AND IS LOCATED IN ZONE "X" UNSHADED IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0450 C, MAP REVISED JUNE 6, 2000, FURTHER REVISED TO REFLECT LOMR DATED MAY 17, 20002. THE PROPOSED LAND USE WILL BE A SINGLE COMMERCIAL DOLLAR GENERAL SITE.

ZONE "X UNSHADED" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN."

THE SOILS ARE HIDALGO FINE SANDY 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 NORTHERN EASTERLY DIRECTION AND HAS A RUNOFF OF 1.59 C.F.S. DURING THE 10-YEAR STORM FREQUENCY, AS PER THE ATTACHED CALCULATIONS.

THE EXISTING DRAINAGE FOR RSBR DG FM 88 SUBDIVISION CONSISTS OF SURFACE RUNOFF FROM THE LOT NORTH INTO THE EXISTING BAR DITCH ALONG MILE 14 ½ NORTH ROAD, WHICH FLOWS EAST APPROXIMATELY 2,500 FEET INTO THE 60A2 DITCH (HCDD #1). THE PROPOSED RUNOFF SHALL FLOW INTO THE PROPOSED DETENTION PONDS AND GREEN AREAS. THIS WILL HAVE AN 8" BLEEDER LINE INTO THE EXISTING BAR DITCH ALONG THE SOUTH SIDE AND WITHIN THE RIGHT-OF-WAY OF MILE 14 ½ NORTH ROAD (A HIDALGO COUNTY ROAD).

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 10-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THE PROPOSED RUNOFF IS 7.50 C.F.S., WHICH IS AN INCREASE OF 5.91 C.F.S. THEREFORE, AS PER ATTACHED CALCULATIONS, 5,113 CUBIC FEET OF DETENTION WILL BE PROVIDED ON THE PARKING AREA, GREEN AREA AND DETENTION SWALES IN THIS SUBDIVISION. A "TRAPEZOID" SHAPED SWALE SHALL BE CONSTRUCTED, 12-24 IN. DEEP IN ORDER TO DETAIN RUNOFF. THE DRAINAGE AND DETENTION PLAN SHALL BE APPROVED BY HIDALGO COUNTY PLANNING DEPARTMENT AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, KELLEY A. HELLER-VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

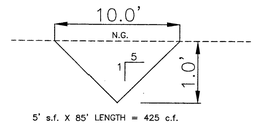
DATED THIS THE 7th DAY OF October 20 16

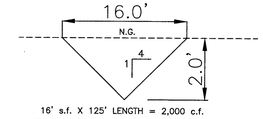
MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

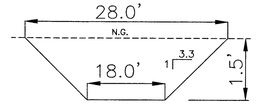
Kelley A. Heller-Vela
KELLEY A. HELLER-VELA, PROFESSIONAL ENGINEER No.97421
STATE OF TEXAS

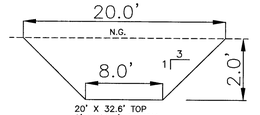
DATE PREPARED: 07-29-16
ENGINEERING JOB # 16063.00

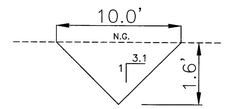
STATE OF TEXAS · KELLEY A. HELLER-VELA · 97421 · LICENSED · PROFESSIONAL ENGINEER







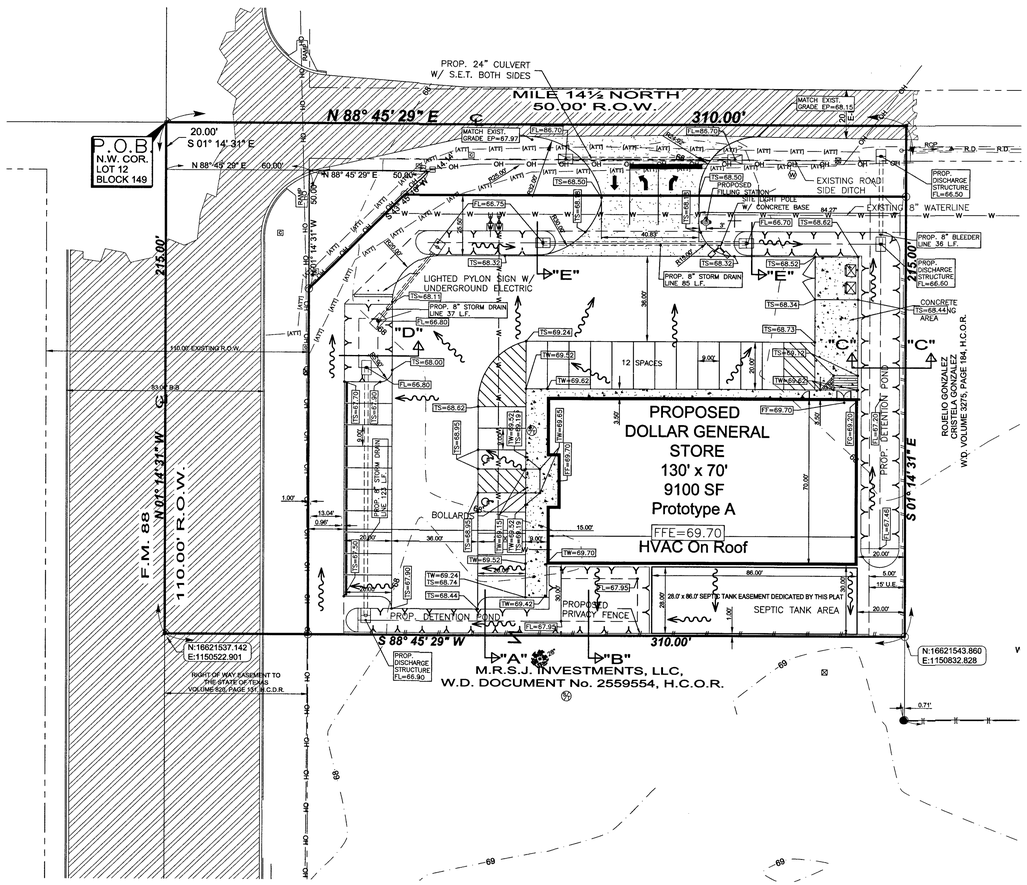




PROPOSED POND'S SECTIONS

A=425 C.F. + B=1,314 C.F. + C=2,000 C.F. +
D= 811.4 C.F. + E= 828 C.F. TOTAL = 5,378.4 C.F. DETENTION AVAILABLE

5,113 C.F. DETENTION REQUIRED



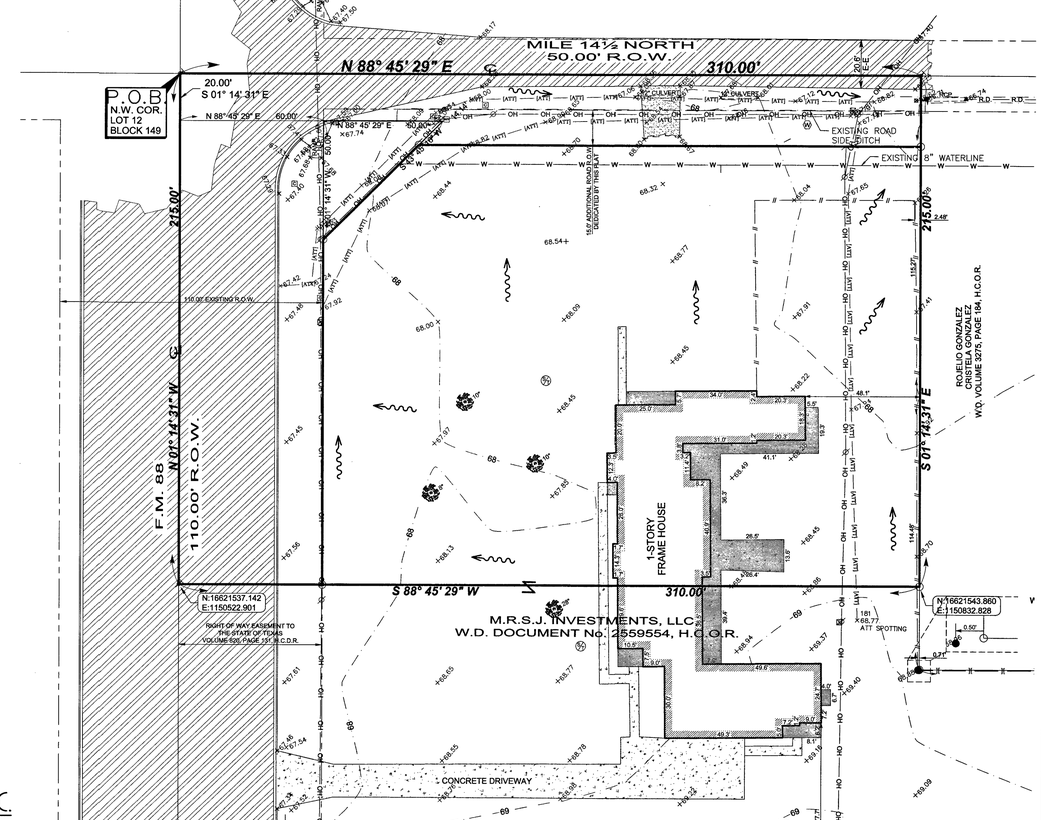
PROPOSED SITE PLAN & PARKING LOT GRADING PLAN

BEARING BASIS AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 TEXAS SOUTH 4205 ELEVATION PER NAVD 88 (GEOID 2003)

1 INCH = 30 FT.

LEGEND

- FOUND No.4 REBAR
- LOT LINE CORNER
- SET SQUARE CUT (BENCHMARK)
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- P.O.B. - POINT OF BEGINNING
- SF or SQ. FT. - SQUARE FEET
- R.O.W. - RIGHT OF WAY
- AC - ACRES
- W.D. DOC. NO. - WARRANTY DEED DOCUMENT NO.
- ( ) - RECORDED MAP CALLS
- WTR — PROPOSED WATERLINE OR WATER SERVICE
- OH — EXISTING OVERHEAD POWER LINES
- R.D. — EXISTING BAR DITCH CENTERLINE
- [W] — OR — W — EXISTING WATERLINE (LOCATION TO BE FIELD VERIFIED)
- SS — EXISTING SANITARY SEWER LINE (LOCATION TO BE FIELD VERIFIED)
- [FM] — EXISTING SANITARY SEWER FORCE MAIN
- $\mathcal{L}$ - LOT LINE
- $\mathcal{C}$ - CENTER LINE
- FL=74.65 PROPOSED FLOW LINE ELEVATION
- SW=74.65 PROPOSED TOP OF SIDEWALK ELEVATION
- TP=74.65 PROPOSED TOP OF PAVEMENT ELEVATION
- FG=74.65 PROPOSED FINISH GRADE ELEVATION
- NG=74.65 EXISTING NATURAL GROUND ELEVATION
- G=74.65 GUTTER ELEVATION
- DIRECTIONAL FLOW ARROW
- AC UNIT CONCRETE PAD
- FILLING STATION



EXISTING SITE & TOPOGRAPHICAL LAYOUT

BEARING BASIS AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 TEXAS SOUTH 4205 ELEVATION PER NAVD 88 (GEOID 2003)

1 INCH = 30 FT.

TBPE FIRM # F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com

Y:\Land Development\Commercial\Mcallen County\16063 - RSBR FM 88 #2\16063.00 - Port Development\Autocad Files\DWG\16063.00 - PLAT-8.dwg, PLAT SHEET 2, 10/7/2016 2:48:23 PM, Rudy

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: 10-25-2016

PROPOSED **RANCHO SARITA** SUBDIVISION, PRECINCT No. **3.**

ENGINEER: **ARTURO GARCIA ENGINEERING** DEVELOPER: **CESAR FLORES**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST OF MOOREFIELD ROAD, APPROXIMATELY ½ MILE NORTH OF MILE 5 NORTH ROAD.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **MISSION** *and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-01-2010** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DISTANCE TO A DRAIN DITCH: **APPROXIMATELY 1 ½ MILE EAST OF THE DEVELOPMENT.**

ROAD R.O.W. DEDICATION: **15.00 FEET ONTO MOOREFIELD ROAD.**

H.C.R.O.W. FINAL APPROVAL DATE: **10-06-2016** By, **VICTOR GALLARDO, PCT. 3** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **10-13-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ 1 OSSF HAS BEEN INSTALLED AND INSPECTED BY HCHD FOR LOT 2. LOT 1 HAS AN EXISTING OSSF.

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **4"** LOCATION: **MOOREFIELD ROAD.**

H.C.O.E.C. FINAL APPROVAL DATE: **10-13-2016** : 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.

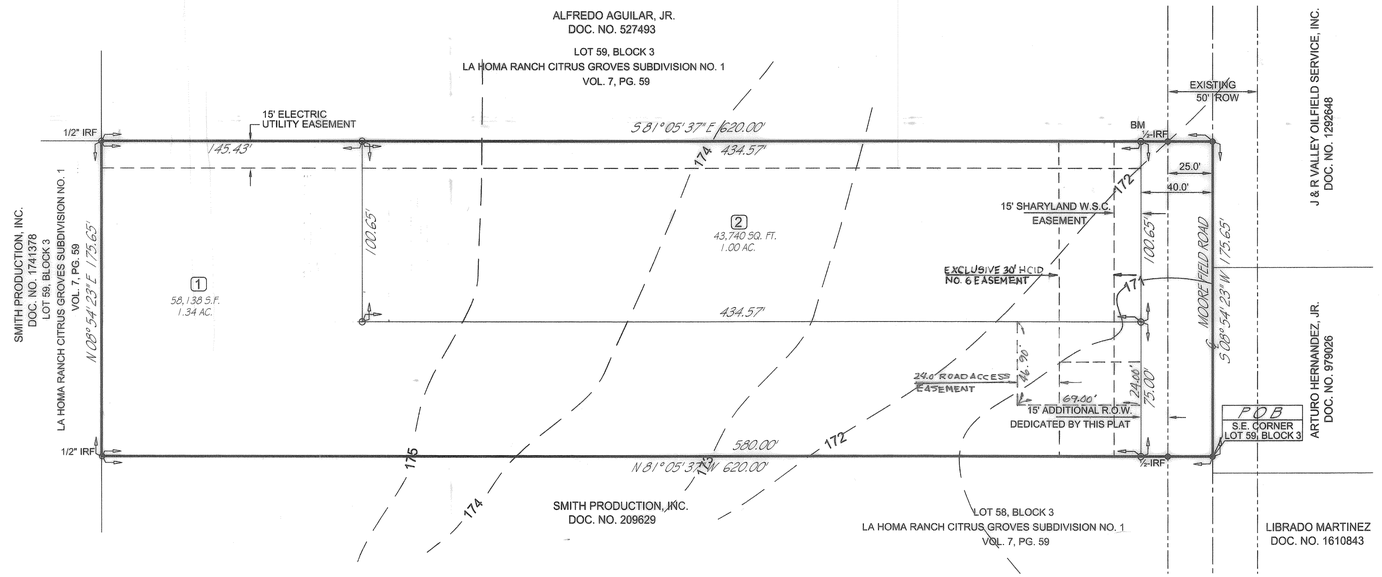
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **04/02/2013**

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*

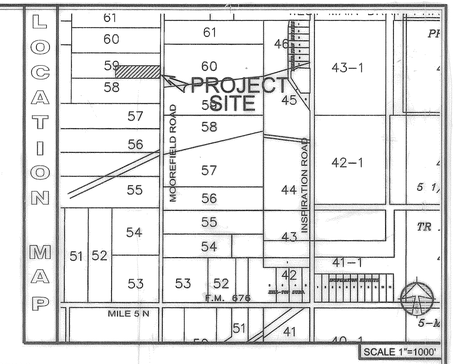
* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*





LEGEND

O IRF	IRON ROD FOUND
O IRS	IRON ROD SET WITH PLASTIC CAP STAMPED "RRA"
R.O.W.	RIGHT OF WAY
P.O.B.	PLACE OF BEGINNING
P.O.C.	PLACE OF COMMENCING
U.E.	UTILITY EASEMENT
℄	PROPERTY LINE
℄	LOT LINE
B.M.	BENCH MARK
F.Y.S.B.	FRONT YARD SET BACK
R.Y.S.B.	REAR YARD SET BACK
S.W.S.C.	SHARYLAND WATER SUPPLY CORPORATION



GENERAL PLAT NOTES & RESTRICTIONS

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED) DEFINED AS AREAS OUTSIDE OF THE 500-YR FLOOD BASED ON COMMUNITY-PANEL NUMBER **480334 0290 D** MAP REVISED: JUNE 6, 2000, FLOOD INSURANCE RATE MAP ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR INCORPORATED AREAS OF HIDALGO COUNTY, TEXAS.

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:.....40.00 FEET,
REAR:.....15.00 FEET,OR EASEMENT WHICHEVER IS GREATER IN ALL CASES
SIDE:.....6.00 FEET, OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

3. 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 ALL CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR ALL 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 OF DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE: NAIL SET IN POWER POLE LOCATED AT NORTHEAST CORNER OF SAID PROPERTY ON WEST RIGHT-OF-WAY. **ELEVATION 165.0** (N.G.V.D. 1929)

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 3,194 CUBIC FEET, 0.0733 ACRE-FEET (LOT 1: 1,294 C.F. AND LOT 2: 1,900 C.F.) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS; BY DEPRESSED YARD AREAS IN SWALES PARALLEL TO THE PROPERTY LINES IN ACCORDANCE WITH HIDALGO COUNTY CRITERIA.

7. ROAD ACCESS EASEMENT NOTE:
SHALL REMAIN FREE AND CLEAR OF ANY OBSTRUCTIONS SO THAT INCOMING AND OUTGOING TRAFFIC MAY TRAVEL FREELY. THE INDIVIDUAL LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PAVING AND DRAINAGE IMPROVEMENTS WITHIN THE ROAD ACCESS EASEMENT WITH HIS RESPECTIVE SECTION.

8.-ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A.-OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B.-EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 0.50 ACRE 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 BASED ON SITE VISITS AND SOIL REPORT INFORMATION DATE SEPTEMBER 7, 2007.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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, ELECTRICAL AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10.- CESAR FLORES & MARIA TERESA FLORES , THE OWNERS & SUBDIVIDERS OF **RANCHO SARITA SUBDIVISION**, RETAIN 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.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

12. NO PERMANENT 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 NATURE HEIGHT, GRASS, GROUND COVER OR FLOWERS) AND OTHERS OBSTRUCTIONS AFFECTING THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT. AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

14. NO INDIVIDUAL DRIVEWAY ACCESS ALLOWED FROM (MOOREFIELD ROAD) ONTO LOTS 1 AND 2. A 24-FOOT SHARE DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER IN BETWEEN LOTS 1 AND 2 TO PROVIDE INGRESS AND EGRESS FROM (MOOREFIELD ROAD).

15. ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON LOT 2 MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

16. 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 SPECIFICATION 3.1.4.

LEGAL DESCRIPTION
A 2.50 acre tract of land out of the East 2.50 acres out of the South 5.00 acres of Lot 59, Block 3, LA HOMA RANCH CITRUS GROVES SUBDIVISION NO. 1, Hidalgo County, Texas, as per map thereof recorded in Volume 7, Page 59, of the Map Records of said County; said 2.50 acres being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of said Lot 59, for the Southeast corner hereof;

THENCE with the South of said Lot, NORTH 81° 05' 37" WEST, at 25.00 feet found a one-half (½) inch diameter iron rod at the existing West Right of Way of Moorefield Road, at 40.00 feet set a one-half (½) inch diameter iron rod at the Proposed West Right of Way of Moorefield Road, at 620.00 feet in all to a one-half (½) inch diameter iron rod found for the Southwest corner hereof;

THENCE with the East line of Smith Production's Inc. Tract described in Document Number 1741378 Official Records, NORTH 08° 54' 23" EAST 175.65 feet to a one-half (½) inch diameter iron rod found for the Northwest corner hereof;

THENCE with the South line of Alfredo Aguilar Jr.'s Tract described in Document Number 527493 Official Records, SOUTH 81° 05' 37" EAST, at 580.00 feet set a one-half (½) inch diameter iron rod at the proposed West Right of Way of said Road, at 595.00 feet found a one-half (½) inch diameter iron rod at the existing West Right of Way of said Road, at 620.00 feet in all to the Northeast corner hereof;

THENCE with the East line of said Lot, the centerline of Moorefield Road, SOUTH 08° 54' 23" WEST 175.65 feet to the **PLACE OF BEGINNING,** containing Two and fifty hundredths (2.50) acres, more or less, of which 0.16 acre lies in Road Right of Way leaving 2.34 acres net.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, **ARTURO GARCIA JR.**, A REGISTERED PROFESSIONAL ENGINEER IN THE **STATE OF TEXAS**, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AS HEREIN SHOWN.

ARTURO GARCIA, JR., PE # 69356
TEXAS REGISTERED ENGINEERING FIRM F-5914
ARTURO GARCIA ENGINEERING SERVICES, PLLC
DATE: 6-10-15
P.O. BOX 4526
McALLEN, TEXAS 78502
PHONE (956) 630-3340

STATE OF TEXAS · ARTURO GARCIA JR. · 69356 · REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, **PABLO PEÑA III**, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE **STATE OF TEXAS**, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

PABLO PEÑA III RPLS #5242
REGISTERED PROFESSIONAL LAND SURVEYOR
DATE SURVEYED: 1/1-2015
1001 WEST WHITEWING - P.O. BOX 4320
McALLEN, TEXAS 78501
(956) 682-8812 Firm No. 100872-00

STATE OF TEXAS · PABLO PEÑA III · 5242 · REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
WE, **CESAR FLORES AND MARIA TERESA FLORES** , AS OWNERS OF THE 2.50 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED **RANCHO SARITA SUBDIVISION**, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

DATE 6-5-15
CESAR FLORES
2013 RICHMOND STREET
MISSION, TEXAS 78574

DATE 6-5-15
MARIA TERESA FLORES
2013 RICHMOND STREET
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, **CESAR FLORES & MARIA TERESA FLORES** PERSONALLY APPEARED AND PROVED, THROUGH HER DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE, TO BE THE PERSON WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT. FURTHERMORE, AFTER BEING DULY SWORN BY ME, THEY DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED. THIS THE 5th DAY OF June, 2015.

NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 03-29-2019

BENJAMIN OLIVER HORNE · NOTARY PUBLIC · STATE OF TEXAS · EXPIRES 3-29-2019

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **RANCHO SARITA SUBDIVISION** WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE **CITY OF MISSION**.

MAYOR OF CITY OF MISSION — DATE 9/9/15

ATTEST: CITY SECRETARY — DATE 9/9/15

THIS PLAT OF **RANCHO SARITA 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 3RD DAY OF September, 2015.

CHAIRMAN

STATE OF TEXAS
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE §232.028(a)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **RANCHO SARITA SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMISSIONERS COURT ON THIS THE_____ DAY_____, 2016.

HIDALGO COUNTY JUDGE — DATE

ATTEST: **HIDALGO COUNTY CLERK** — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

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

THE COUNTY OF HIDALGO · TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

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
RAUL E. SESIN, P.E., C.F.M.

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **RANCHO SARITA SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2016.

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

STATE OF TEXAS
HIDALGO COUNTY

THIS PLAT IS HEREBY APPROVED BY **HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 6,** ON THIS THE 26th DAY OF AUGUST, 2015.
NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATIONS TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HCID#6's 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 DIRECTORS — DATE: 8-26-15

ATTEST: BOARD OF DIRECTORS — DATE: 8/26/15

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
RANCHO SARITA SUBDIVISION IS LOCATED IN WEST HIDALGO COUNTY AT 3,125 FEET NORTH OF MILE 5 NORTH ROAD WEST SIDE OF MOORE FIELD ROAD. THE NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 68,990), **RANCHO SARITA SUBDIVISION,** LIES APPROXIMATELY 1 MILE FROM THE CITY LIMITS, THIS SUBDIVISION DOES FALLS WITHIN ANY EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY AND LIES IN PRECINCT NO. 3.

RANCHO SARITA SUBDIVISION

HIDALGO COUNTY, TEXAS

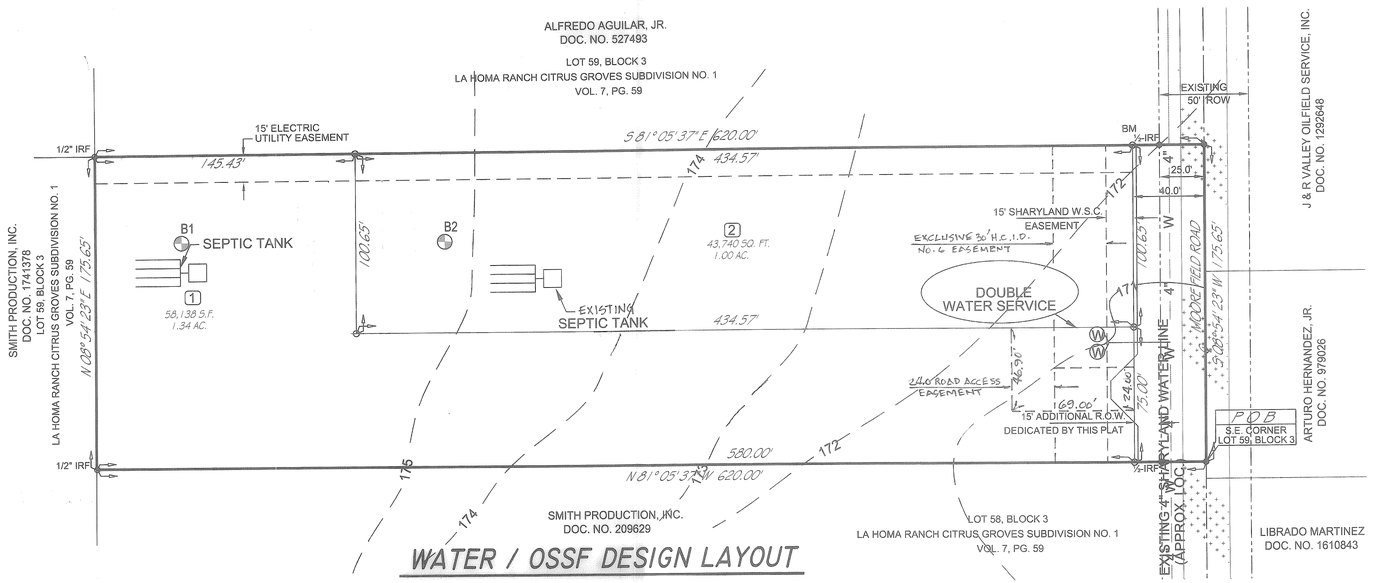
2.50 ACRE TRACT OF LAND OUT OF LOT 59, BLOCK 3, LA HOMA RANCH CITRUS GROVES SUBDIVISION NO. 1 HIDALGO COUNTY, TEXAS, RECORDED IN VOL. 7, PG. 59, MAP RECORDS HIDALGO COUNTY.

SHEET 1 — INDEX-Date-North arrow-Main Scale-Heading-Legal description-Location Map and ET.J-Principal contacts
Prop.& exist Subdivision Layout-Metes & Bounds-Notes-Owner dedication, certification, and attestation-Health department certifications-Notary public-P & Z Commission-Survey certificate-Engineer certificate-Drainage dedication-Irrigation-dedication-County certificate-County clerk's recording certificate-Revision Notes
SHEET 2 — Final Engineering Report, including Description of Water and Sanitary Sewer (English-Spanish Versions), Legend, Description of Drainage and Drainage swales, Map of Topography and Engineering Flood Certification, Soil Evaluation, Subdivider certificate & statement, Revision Notes-Prepared by Arturo Garcia Engineering PLLC.-Sheet Number
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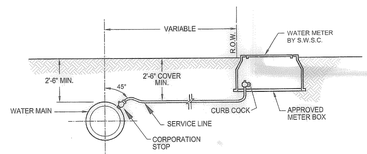
PRINCIPAL CONTACTS				
NAME	ADDRESS	CITY, STATE, & ZIP CODE	PHONE	FAX
OWNER(S): CESAR FLORES	2013 RICHMOND STREET	MISSION, TEXAS 78574	(956) 581-5158	
ENGINEER: ARTURO GARCIA, JR	P.O. BOX 4526	McALLEN, TEXAS 78502	(956) 630-3340	
SURVEYOR: PABLO PEÑA III	1001 WEST WHITEWING	McALLEN, TEXAS 78501	(956) 682-8812	(956) 631-7362

ARTURO GARCIA ENGINEERING SERVICES PLLC · CIVIL ENGINEERING CONSULTANT
T.B.P.E. F-5914 · P.O. BOX 4526 · McALLEN, TEXAS 78502 · PH. (956) 630-3340 · AGES-PLLC@RGV.RR.COM

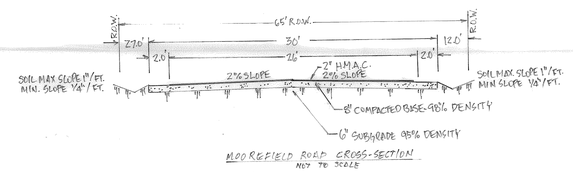
PROJECT NAME:	RANCHO SARITA SUBDIVISION
PROJECT LOCATION:	HIDALGO COUNTY, TEXAS
PLANS FOR:	SUBDIVISION PLAT
REVISIONS	
DRAWN BY: A.G.	CHECKED BY:
APPROVED: A.G.	PROJECT No.: FLORES
DATE PREPARED: APRIL 27, 2007	SHEET: 1 OF 2



WATER / OSSF DESIGN LAYOUT



SERVICE CONNECTION



MOORE FIELD ROAD CROSS-SECTION
NOT TO SCALE

FINAL ENGINEERING REPORT FOR RANCHO SARITA SUBDIVISION

RANCHO SARITA SUBDIVISION IS PROVIDED WITH POTABLE WATER BY **SHARYLAND WATER SUPPLY CORPORATION** THE SUBDIVIDER AND **SHARYLAND WATER SUPPLY CORPORATION** HAVE ENTERED INTO A CONTRACT IN WHICH **SHARYLAND WATER SUPPLY CORPORATION** HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND **SHARYLAND WATER SUPPLY CORPORATION** 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. **SHARYLAND WATER SUPPLY CORPORATION** HAS A 4" WATER LINE RUNNING ALONG ON THE WEST RIGHT-OF-WAY LINE OF MOOREFIELD ROAD.

THE WATER SERVICE FOR **RANCHO SARITA SUBDIVISION** CONSISTS IN (1) 1" DIAMETER DUAL SERVICE LINE SPLITTING INTO 2 - 5/8" SERVICES CONNECTING INTO THE METER BOX.

THE SUBDIVIDER HAS PAID A TOTAL OF $1,200.00 FOR AFOREMENTIONED WATER DISTRIBUTION SYSTEM. IN ADDITION, THE SUBDIVIDER HAS PAID SHARYLAND WATER SUPPLY CORPORATION THE SUM OF $1,200.00 OR $600.00 PER LOT FOR THE 30 YEAR WATER SERVICE AGREEMENT WHICH COVERS WATER METER, METER BOXES, WATER SUPPLY FEE AND ALL OTHER FEES ASSOCIATED WITH WATER SUPPLY. UPON REQUEST BY THE OWNER, **SHARYLAND WATER SUPPLY CORPORATION** WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY SHARYLAND WATER SUPPLY CORPORATION AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM **RANCHO SARITA SUBDIVISION** WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANKS AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT.

HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 0.50 ACRE IN SIZE. THE UNITED STATES DEPARTMENT OF AGRICULTURE, SOIL CONSERVATION SERVICE SOIL SURVEY INDICATES A HIDALGO SANDY CLAY LOAM, AND TWO (2) TEST BORINGS WERE MADE AT OPPOSITE AREAS OF THE SUBDIVISION. (ADDITIONAL BORING WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA). THE SOIL IS A UNIFORM HIDALGO FINE SANDY LOAM EXTENDING MORE THAN 24 INCHES BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS, THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24 INCHES OF THE BOTTOM OF THE PROPOSED EXCAVATIONS.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,100.00 INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. IF NO OSSF HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL,

THE SUBDIVIDER HAS SEPTIC TANKS AND DRAINFIELDS INSTALLED IN EACH LOT IN ACCORDANCE WITH COUNTY HEALTH DEPARTMENT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE TO SALE PRICE OF THE LOT.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE: I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES ARE FULLY CONSTRUCTED AT A COST OF $1,200.00 EXCEPT FOR INSTALLATION OF WATER METER, WHICH COST $600.00 THE SUBDIVIDER HAS PAID A TOTAL OF $1,200.00 TO COVER THE COSTS OF METER INSTALLATION WITH MEMBERSHIP FEES.

SEWAGE FACILITIES - SEPTIC SYSTEM IS ESTIMATED TO COST $ 1,100.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 2,200.00 FOR THE ENTIRE SUBDIVISION.

ARTURO GARCIA, JR., P.E.
REGISTERED PROFESSIONAL ENGINEER No. 69356
TEXAS REGISTERED ENGINEERING FIRM F-5914
DATE: 10-24-14
ARTURO GARCIA ENGINEERING SERVICES, PLLC
P.O. BOX 4526
McALLEN, TEXAS. 78502
PHONE (956)630-3340

STATE OF TEXAS
ARTURO GARCIA JR.
69356
REGISTERED PROFESSIONAL ENGINEER

REPORTE FINAL DE INGENIERIA PARAEL DESARROLLO RANCHO SARITA

EL DESARROLLO RANCHO SARITA RECIBIRA SU PROVISION DE AGUA DE **SHARYLAND WATER SUPPLY CORPORATION**. LA COMPAÑIA DE **SHARYLAND WATER SUPPLY CORPORATION** Y EL DUEÑO DEL DESARROLLO HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS Y **SHARYLAND WATER SUPPLY CORPORATION** TENDRA QUE PRESENTAR LA DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. **SHARYLAND WATER SUPPLY CORPORATION** TIENE UNA LINEA DE AGUA DE 4" QUE CORRE EN EL LADO OESTE DEL "DERECHO-DE-VIA" DE LA CALLE MOOREFIELD ROAD.

EL SERVICIO DE AGUA PARA EL **DESARROLLO RANCHO SARITA** CONSISTE EN UN (1) SERVICIOS DE AGUA DOBLE DE 1" QUE CORRE AL SOLAR PARA REDUCIRSE EN SERVICIO DE AGUA DE 5/8" DE DIAMETRO TERMINANDO EN LAS CAJAS DE MEDIDOR.

EL DESARROLLADOR HA PAGADO UN TOTAL DE $1,200.00 POR EL YA DESCRITO SISTEMA DE DISTRIBUCION DE AGUA, EN ADICION EL DESARROLLADOR LE PAGARA A **SHARYLAND WATER SUPPLY CORPORATION** LA CANTIDAD DE $1,200.00 O $600.00 POR SOLAR PARA EL ACUERDO DE 30 AÑOS DE SERVICIO QUE CUBRE EL MEDIDOR DE AGUA, COSTOS DE INSTALLACION, GASTOS DE CONECCION, & COSTOS DE MEMBERCIA). EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE, DESCRIPCION, GASTOS Y FECHA DE INICIO DE OPERABILIDAD DEL DRENAJE

EL DRENAJE PARA **DESARROLLO BLEDSOE ESTATES** SERA TRATADO COMO UN INDIVIDUAL "ON-SITE SEWAGE FACILITY"(OSSF) CONSISTIENDO DE UN DISENO STANDARD. SE INSTALARA UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DOBLE Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESTAS FOSAS SEPTICAS ("OSSF"). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT).

PUNTOS PRINCIPALES DEL REPORTE:

CADA SOLAR EN LA SUBDIVISION PROPUESTA DEBE SER, AL MENOS DE 0.50 ACRE DE TAMAÑO. EL SERVICIO Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. SE REALIZARON DOS (2) PRUEBAS CON AGUJEROS EN AREAS DISTINTAS DE LA SUBDIVISION EN LOS LOTES (NO FUERON NECESARIAS PRUEBAS ADICIONALES PORQUE EL SUELO ES UNIFORME EL AREA DELIMITADA EL SUELO ES UNIFORME, DE MARGA ARENA FINA DE HIDALGO EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION, NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO ESTIMADO PARA INSTALAR EL SISTEMA SEPTICO EN UN SOLAR ES $1,100.00 INCLUYENDO EL COSTO DE LA LICENCIA Y EL PERMISO. SI NINGUNA FOSA SEPTICA HA SIDO INSTALADA AL MOMENTO DE LA APLICACION FINAL DEL PLAT EL DUEÑO DEL DESARROLLO PONDRA UN CARTA DE CREDITO CUANDO SE REGISTRE EL DOCUMENTO FINAL DEL DESARROLLO AL CONDADO DE HIDALGO PARA CUBRIR EL COSTO TOTAL PARA EL SISTEMA SEPTICO DE $1,100.00 . EL DUEÑO DE LA SUBDIVISION INCLUIRA LA FOSA COSTO DEL SISTEMA SEPTICO EN PRECIO DE VENTA DEL SOLAR. EL DUENO CON EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO PARA OBTENER EL PERMISO DE CONSTRUIR LA FOSA SEPTICA.

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:

FACILIDADES DE AGUA: EL SISTEMA / SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO A UN COSTO DE $1,200.00, MENOS LOS MEDIDORES DE AGUA MECANICOS QUE COSTARAN $600.00 POR LOTE.

FACILIDADES DE DRENAJE SEPTICO: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN $ 1,100.00 POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE $ 2,200.00 PARA LA SUBDIVISION.

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- WE **CESAR FLORES & MARIA TERESA FLORES** SUBDIVIDERS OF **RANCHO SARITA SUBDIVISION** HEREBY CERTIFY AN ADEQUATE SEWER FACILITY IS AVAILABLE ON ANY LOT; 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 TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

CESAR FLORES

MARIA TERESA FLORES

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED **CESAR FLORES & MARIA TERESA FLORES** PROVED TO ME THROUGH HIS OR HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENT THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE OR SHE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED THIS THE 24th DAY OF October, 2014.

NOTARY PUBLIC FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 03/24/2015

DENILDE FLORES
My Commission Expires
March 29, 2015

DRAINAGE STATEMENT
For
RANCHO SARITA SUBDIVISION

Being a tract of land containing 2.50 acres, situated in Hidalgo County, Texas and also being part or portion of LOT 59, BLOCK 3, LA HOMA RANCH CITRUS GROVES SUBDIVISION, map reference: Volume 1, Page 35, H.C.M.R., Hidalgo County, Texas.

This subdivision, a two (2) lot residential and commercial subdivision, comprising 2.50 acres is located on the west side of Moorefield Drive, and 3,150 feet north of Mile 5 North Road (FM 676), with the intersection of the centerline of Moorefield Drive and is 2.6 miles north of the City of Mission City Limits and is within Mission, Texas E.T.J.

The property falls within Zone "X" of the Flood Insurance Rate Map, Community Panel No.480334 0290 D, Map revised June 6, 2000. Topographic maps of the general area indicate the natural ground slope to the northeast. Ninety-six percent (96%) of this site predominantly falls within areas of soils designated as Hidalgo Fine Sandy Loam comprised of sandy loam soils (Map Symbol 25, 28 & 30) and are within Hydrologic Group "B" and are well drained, moderately permeable and have slow runoff, the remaining four percent (4%), southeastern portion fall within areas of soils designated as Rio Fine Sandy Loam and Rio Clay Loam are sandy clay loam soils (Map Symbol 58 & 60 respectively) and are within Hydrologic Group "D" and are poorly drained, slowly permeable and subject to ponding with all soils having ground slopes between 0 to l percent in accordance with the Soil Survey of Hidalgo County, Texas as published by the United States Department of Agriculture, Soil Conservation Service in cooperation with the Texas Agricultural Experiment Station.

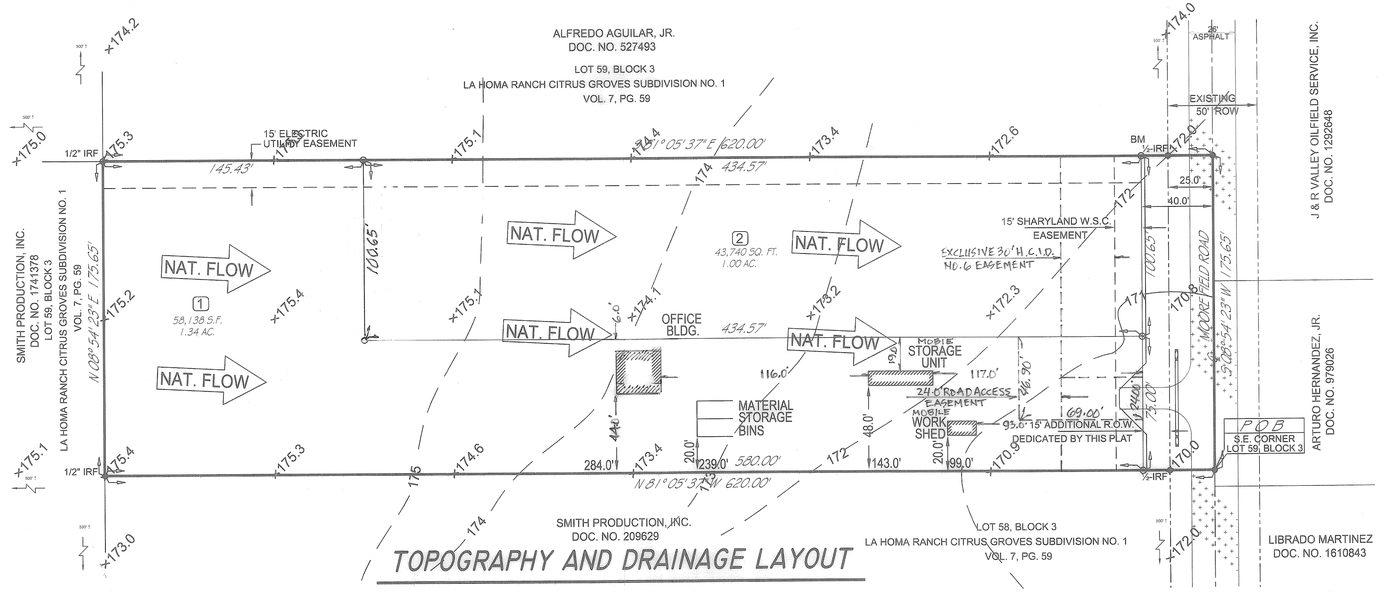
Presently the site has a mobile home, sand and gravel business with native mesquite trees and natural valley grasses. Existing runoff from the site is via overland flow in a north and easterly direction into the existing roadside ditch within Moorefield Drive and ultimately discharges into the West Main Drain III, maintained by Hidalgo County Drainage District No. 1. Depressed yard areas provide detention for the property before discharging into the existing roadside ditch within Moorefield Drive.

New improvements of a residential home, paved driveway, and landscaped yard improvementsare planned thus an increase in impervious cover being considered at this time. The runoff tabulated for existing conditions will generate a flow of 1.77 cubic feet per second for a 10-year return frequency. The runoff tabulated for future conditions will generate a flow of 2.61 cubic feet per second for a 10-year return frequency. Maintaining the original runoff of the area tabulates a required detention of 0.0733 acre-feet for this subdivision. The detention will be detained in accordance with City of Mission and Hidalgo County policy. The detention will be accomplished within dedicated drainage swales and landscaped areas. No new drainage improvements proposed for this subdivision. New structures set in this subdivision will have finished floors set above the 100-year flood level.

By my signature below, I certify that this subdivision lies in a Zone "X". Defined as Areas of minimal flooding based on (Community-Panel No. 480334 0290 D Map Revised: June 6, 2006) based on graphical representation on date signed.

ARTURO GARCIA, JR., P.E.
REGISTERED PROFESSIONAL ENGINEER No. 69356
TEXAS REGISTERED ENGINEERING FIRM F-5914
DATE: 10-24-14
ARTURO GARCIA ENGINEERING SERVICES, PLLC
P.O. BOX 4526
McALLEN, TEXAS. 78502
PHONE (956)630-3340

STATE OF TEXAS
ARTURO GARCIA JR.
69356
REGISTERED PROFESSIONAL ENGINEER



TOPOGRAPHY AND DRAINAGE LAYOUT

WATER/OSSF DESIGN, TOPOGRAPHY & DRAINAGE LAYOUT
MAPA TOPOGRAFICO, DRENAJE Y DISENO DE AGUA/OSSF

RANCHO SARITA SUBDIVISION

HIDALGO COUNTY, TEXAS

2.50 ACRE TRACT OF LAND OUT OF LOT 59, BLOCK 3, LA HOMA RANCH CITRUS GROVES SUBDIVISION NO. 1 HIDALGO COUNTY, TEXAS, RECORDED IN VOL. 7, PG. 59, MAP RECORDS HIDALGO COUNTY.

COST ESTIMATE

WATER SUPPLY SYSTEM: $1,200.00
SEPTIC TANK SYSTEM: $2,200.00
DRAINAGE SYSTEM: $500.00

SHEET	INDEX
1	INDEX-Date-North arrow-Main Scale-Heading-Legal description-Location Map and ETJ-Principal contacts Pron & exist Subdivision Layout-Metes & Bounds-Notes-Owner dedication, certification, and attestation-Health department certifications-Notary public-P & Z Commission-Survey certificate-Engineer certificate Drainage dedication-Irrigation-dedication-County certificate-County clerk's recording certificate-Revision Notes
2	Final Engineering Report, including Description of Water and Sanitary Sewer (English-Spanish Versions), Legend, Description of Drainage and Drainage swales, Map of Topography and Engineering Flood Certification, Soil Evaluation, Subdivider certificate & statement, Revision Notes-Prepared by Arturo Garcia Engineering PLLC- Sheet Number

INDEX

ARTURO GARCIA ENGINEERING SERVICES, PLLC
CIVIL ENGINEERING CONSULTANT
T.B.P.E. F-5914
P.O. BOX 4526 McALLEN, TEXAS 78502
PH. (956) 630-3340 AGES-PLLC@RGV.RR.COM

PROJECT NAME:	RANCHO SARITA SUBDIVISION
PROJECT LOCATION:	HIDALGO COUNTY, TEXAS
PLANS FOR:	SUBDIVISION PLAT
REVISIONS	
DRAWN BY: A.G.	CHECKED BY:
APPROVED: A.G.	PROJECT NO.: FLORES
DATE PREPARED: APRIL 27, 2007	SHEET: 2 OF 2

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: 10-25-2016

PROPOSED **J.O.A.** SUBDIVISION, PRECINCT No. **2.**

ENGINEER: **SAM ENGINEERING & SURVEYING, INC.** DEVELOPER: **ORIEL ALVAREZ**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **NORTH OF EL GATO ROAD APPROXIMATELY 600 FEET WEST OF BORDER ROAD.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **ALAMO** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **6-27-15** PROPERTY LIES WITHIN FLOOD ZONE: **" B "** AS PER FEMA.

ROAD R.O.W. DEDICATION: **10 FEET ONTO EL GATO ROAD.**

H.C.R.O.W. FINAL APPROVAL DATE: **10-05-16** By, **JAIME SALINAS, PCT. 2** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **10-17-15** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD

WATER SERVICE PROVIDER: **MHWSC** LINE SIZE: **12"** LOCATION: **EL GATO ROAD**

H.C.O.E.C. FINAL APPROVAL DATE: **10-13-16** : 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.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **01/05/2016**

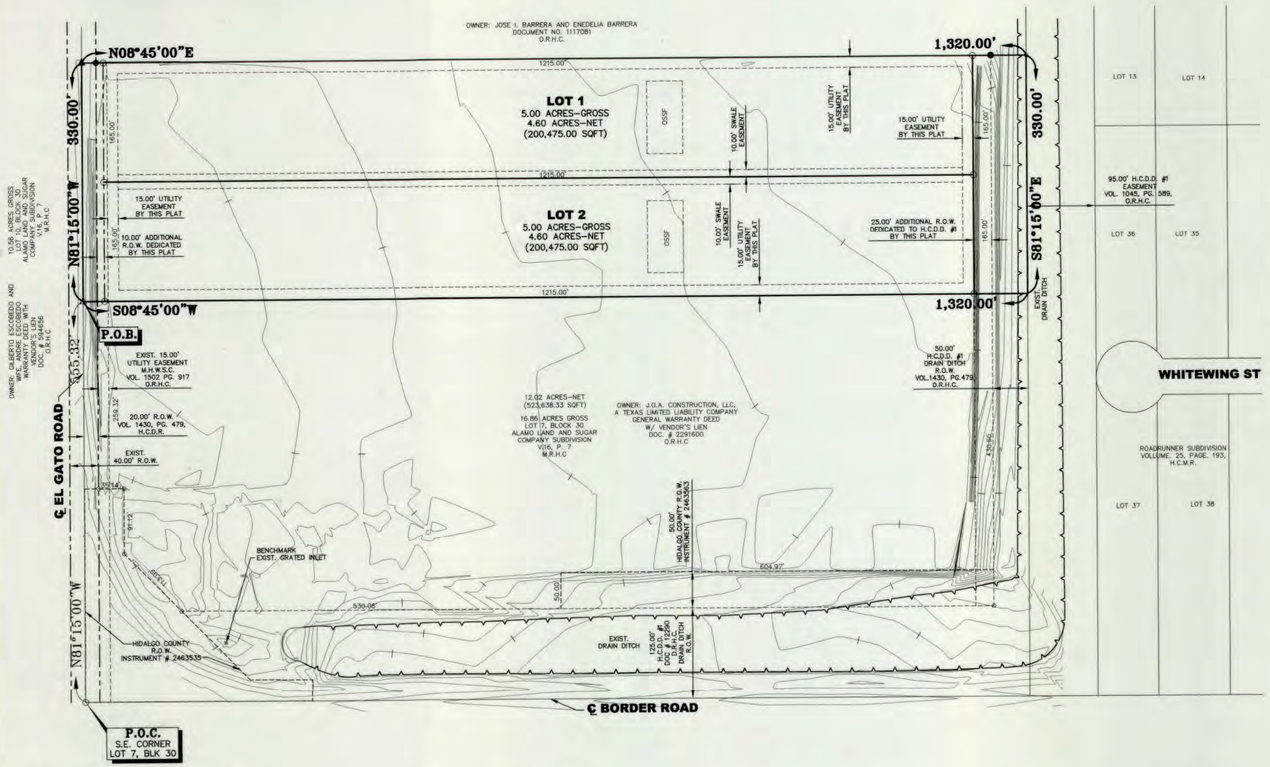
STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **ALAMO**.

☒ **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.

*



SCALE: 1"=100'

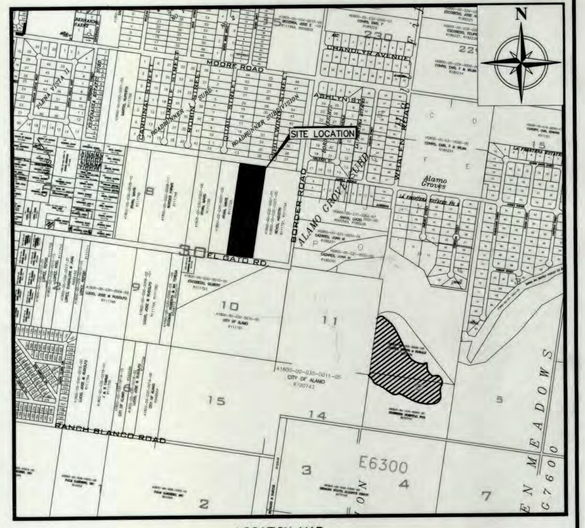
LEGEND	
●	– FND. 1/2" IRON ROD
○	– SET 1/2" IRON ROD
◉	– FND. 5/8" IRON ROD
▲	– FND. COTTON PICKER SPINDLE
△	– SET COTTEN PICKER SPINDEL
R.O.W.	– RIGHT OF WAY
FND.	– FOUND
P.O.C.	– POINT OF COMMENCEMENT
P.O.B.	– POINT OF BEGINNING

SURVEY NOTES:

1. BASIS OF BEARING BASED ON THE EAST LINE OF LOT 7 BLOCK 30, ALAMO LAND AND SUGAR COMPANY.
2. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED UTILIZING RTK GPS METHODS.
3. ELEVATIONS ON THIS PROJECT ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

GENERAL NOTES

1. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE: "B" ON FLOOD INSURANCE RATE MAP–COMMUNITY PANEL NO. 480334 0425 C REVISED NOVEMBER 16, 1982. AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR–FLOOD PLAIN
2. MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS: FRONT: 40 FEET; REAR= 15 FEET; SIDE SETBACK: 6 FEET EXCEPT WHERE GREATER SETBACK IS REQUIRED. OR EASEMENT, WHICHEVER IS GREATER IN ALL CASES.
3. MINIMUM FINISH FLOOR: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAX 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 FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
4. BENCHMARK NOTE: THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: –––>B.M. No. 1–ELEV, 89.30 N: 16581703.08, E: 115649.57 DESCRIPTION: LOCATED AT A GRATE INLET AT THE NORTHWEST CORNER OF THE INTERSECTION OF EL GATO ROAD AND BORDER ROAD.
5. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 11.044 CUBIC–FEET (0.254 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.)
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 HEIGHTS, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. 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.
8. THIS SUBDIVISION IS SERVED BY MILITARY HIGHWAY WATER SUPPLY CORPORATION.
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 RESIDENTIAL SEWAGE 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 FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAD DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM BOUNDARIES OF THIS SUBDIVISION.
11. J.O.A. CONSTRUCTION LLC, THE OWNERS & SUBDIVIDERS OF J.O.A. 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.
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 OCCUPY AN EASEMENT.
13. FIRE HYDRANTS (IF REQUIRED) ARE PLACED IN THIS SUBDIVISION AT THE REQUEST OF THE CITY OF ALAMO. THE FIRE HYDRANTS ARE PLACED ON A NONE–FIRE RATED SYSTEM. THE PRESENCE OF THE FIRE HYDRANTS DOES NOT GUARANTEE THAT IT WILL FUNCTION PROPERLY DURING A FIRE, AND THE ENGINEER DOES NOT WARRANT OR IMPLY THAT IT WILL.
14. IN ACCORDANCE TO SECTION 8.213 SIDEWALKS AND CODE OF ORDINANCES CHAPTER 98–SIDEWALKS SHALL BE FIVE (5) FOOT IN WIDTH FOR INTERNAL STREETS AND FIVE (5) FOOT FOR PERIMETER STREETS ARTERIAL, COLLECTOR OR HIGHER CLASSIFICATION. A FIVE FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG THE NORTH SIDE EL GATO ROAD AT FINAL PLAT STAGE.
15. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLANS (SW3P) REQUIREMENTS.
16. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
17. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO HIDALGO COUNTY IRRIGATION DISTRICT No. 2, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.
18. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES, OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT.
19. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES, OR DRIVEWAYS OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.
20. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.
21. 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.
22. 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 SCHOOL, COMMERCIAL INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
23. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALLED DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NOT LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.
24. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.



LOCATION MAP
SCALE: 1"=1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

J.O.A. SUBDIVISION IS LOCATED IN HIDALGO COUNTY PRECINCT No. 2, AT THE NORTHWEST CORNER OF EL GATO ROAD AND BORDER ROAD THE NEAREST MUNICIPALITY IS THE CITY OF ALAMO. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF ALAMO (POP. 18,965), J.O.A. SUBDIVISION LIES APPROXIMATELY 0.75 MILES FROM THE CITY LIMITS AND IS WITHIN THE CITY'S TWO–MILE EXTRATERRITORIAL JURISDICTION UNDER LOCAL GOVERNMENT CODE s 42.021.

J.O.A. SUBDIVISION

BEING A 2–LOT SUBDIVISION CONTAINING 10.00 ACRES (435,600.00 SQ.FT.) MORE OR LESS; OUT OF THE EAST 26.86 ACRES (1,170,021.60 SQ.FT.) OF LOT 7, BLOCK 30, ALAMO LAND AND SUGAR COMPANY HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 16, PAGES 7, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

BEING A 2–LOT SUBDIVISION CONTAINING 10.00 ACRES (435,600.00 SQ.FT.) MORE OR LESS, OUT OF THE EAST 26.86 ACRES (1,170,021.60 SQ.FT.) OF LOT 7, BLOCK 30, ALAMO LAND AND SUGAR COMPANY HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 16, PAGES 7, MAP RECORDS OF HIDALGO COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT SOUTHEAST CORNER OF SAID LOT 7; THENCE WITH THE SOUTH LINE OF SAID LOT 7, AND THE CENTERLINE OF EL GATO ROAD, NORTH 81°15'00" WEST, A DISTANCE OF 555.32 FEET TO A COTTON PICKER SPINDLE SET IN ASPHALT AT THE CENTERLINE OF SAID EL GATO ROAD FOR THE SOUTH EAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SOUTH LINE OF SAID LOT 7, AND THE CENTERLINE OF EL GATO ROAD, NORTH 81°15'00" WEST, A DISTANCE OF 330.00 FEET TO A COTTON PICKER SPINDLE FOUND IN ASPHALT FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE WITH THE EAST LINE OF JOSE I. BARRERS'S TRACT DESCRIBED IN GENERAL WARRANTY DEED, DOCUMENT NO. 1117081 OFFICIAL RECORDS, NORTH 08°45'00" EAST, AT 20.00 FEET PASS A ONE–HALF (1/2) INCH IRON ROD FOUND, FOR THE EXISTING NORTH RIGHT OF WAY OF SAID EL GATO ROAD, 30.00 FEET PASS A ONE–HALF (1/2) INCH IRON ROD SET WITH PLASTIC CAP STAMPED "SAMES" FOR THE NEW RIGHT OF WAY LINE OF SAID EL GATO ROAD, AT 1245 FEET PASS A ONE–HALF (1/2) INCH IRON ROD SET WITH PLASTIC CAP STAMPED "SAMES", FOR THE SOUTH 25.00 FEET ADDITIONAL DRAIN DITCH RIGHT OF WAY AT 1270.00 FEET PASS A ONE–HALF (1/2) INCH IRON ROD FOUND FOR THE SOUTH RIGHT OF WAY LINE OF A 50.00 FEET DRAIN DITCH RIGHT OF WAY, AS RECORDED IN VOLUME 1430. PAGE 479, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO A POINT ON THE NORTH LOT LINE OF SAID LOT 7, AND THE SOUTH LINE OF A 95.00 FEET HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1, EASEMENT LINE AS RECORDED IN VOLUME 1045, PAGER 589, OFFICIAL RECORDS HIDALGO COUNTY, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 81°15'00" EAST, A DISTANCE OF 330.00 FEET WITH THE NORTH LINE OF SAID LOT 7, AND THE SOUTH LINE OF SAID 95.00 FEET HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 EASEMENT, TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 08°50'00" WEST, AT 75.00 FEET PASS A ONE–HALF (1/2) INCH DIAMETER IRON ROD SET WITH PLASTIC CAP STAMPED "SAMES", FOR THE SOUTH RIGHT OF WAY LINE OF SAID DRAIN DITCH RIGHT OF WAY, AT 1,290.00 FEET PASS A ONE–HALF (1/2) INCH IRON ROD SET WITH PLASTIC CAP STAMPED "SAMES" FOR THE NORTH RIGHT OF WAY OF SAID EL GATO ROAD, AT 1,320.00 FEET IN ALL TO THE PLACE OF BEGINNING, CONTAINING 10.00 ACRES (435,600.00 SQ.FT.) MORE OR LESS.

INDEX TO SHEET J.O.A. SUBDIVISION

1	LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL 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; REVISION NOTES.
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. (IF REQUIRED) TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT.
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 TYPICAL ROADWAY SECTION; CURB AND GUTTER SECTION VALLEY GUTTER SECTION.

DATE OF PREPARATION: MAY 2015

STATE OF TEXAS
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF J.O.A. SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

_____ _____
HIDALGO COUNTY JUDGE DATE

_____ _____
HIDALGO COUNTY CLERK DATE

STATE OF TEXAS
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF J.O.A. SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIROMENTAL HEALTH DIVISION ON _____

_____ _____
HIDALGO COUNTY ENVIROMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE J.O.A. SUBDIVISION ADDITION OF THE OF, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR PURPOSES OF CONSIDERATION THEREIN EXPRESSED.

J.O.A. CONSTRUCTION, LLC, A TEXAS LIMITED LIABILITY COMPANY
(HORIEL ALVAREZ)
OWNER
4006 22nd. STREET
McALLEN, TEXAS 78501
HIDALGO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J.O.A. CONSTRUCTION, LLC, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 6th DAY OF July 20 16

_____
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

TONIA ANTONIA LUNA
Notary Public, State of Texas
My Commission Expires
April 27, 2019

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT OF J.O.A SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF ALAMO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS 30 DAY OF August 20 16

_____
CHAIRMAN

STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY CLERK'S RECORDED CERTIFICATE

FILED FOR RECORDED IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
ON: _____ AT _____ A.M./P.M.
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____, DEPUTY CLERK
ISMAEL HIDALGO

I, THE UNDERSIGNED MAYOR OF THE CITY OF ALAMO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

Alma Martinez 8/30/16
MAYOR, CITY OF ALAMO DATE

Margot Salas 8-30-16
CITY SECRETARY DATE

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

"KNOW ALL MEN BY THESE PRESENTS:

THAT I, SAMUEL D. MALDONADO, DO HEREBY CERTIFY, THAT I PREPARED THIS PLAT FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND AS DESCRIBED AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE CITY OF ALAMO.

STATE OF TEXAS · SAMUEL D. MALDONADO · 6027 · REGISTERED PROFESSIONAL LAND SURVEYOR

SAMUEL D. MALDONADO, RPLS NO. 6027 7/6/2016
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, SAUL D. MALDONADO, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · SAUL D. MALDONADO · 100320 · LICENSED PROFESSIONAL ENGINEER

SAUL D. MALDONADO, PE NO. 100320 07/7/16
DATE

RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFERREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE (HEREINAFTER CALLED "GRANTEE"), MILITARY HIGHWAY WATER SUPPLY CORPORATION, CONSIDERATION PAID BY RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED, THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, 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 6th DAY OF July 20 16

J.O.A. CONSTRUCTION, LLC, A TEXAS LIMITED LIABILITY COMPANY
(HORIEL ALVAREZ)

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS THE 21st DAY OF July 20 16

NO IMPROVEMENTS OF ANY KIND INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACE UPON HIDALGO COUNTY IRRIGATION DISTRICT No.2 RIGHT–OF–WAY OR EASEMENTS.

BY: _____ ATTEST: _____
PRESIDENT SECRETARY

HIDALGO COUNTY IRRIGATION DISTRICT SAN JUAN TEXAS #2

MILITARY HIGHWAY WATER SUPPLY CORPORATION

APPROVED: _____
GENERAL MANAGER

NO.	SHEET	REVISION	DATE	APPROVED

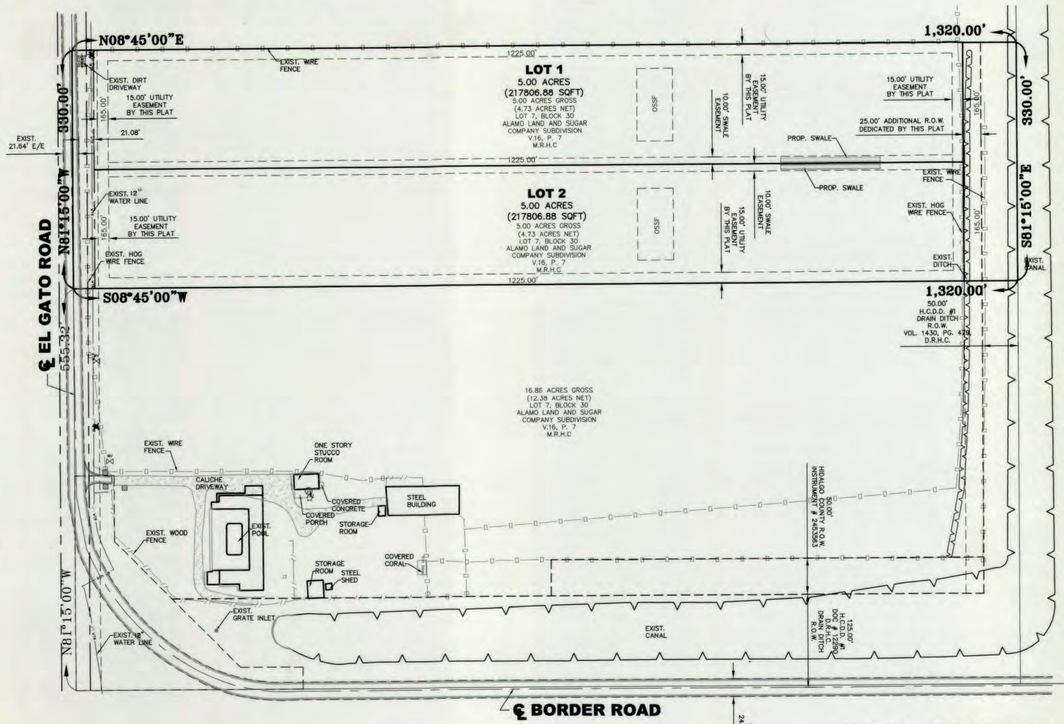
PRINCIPAL CONTACTS:

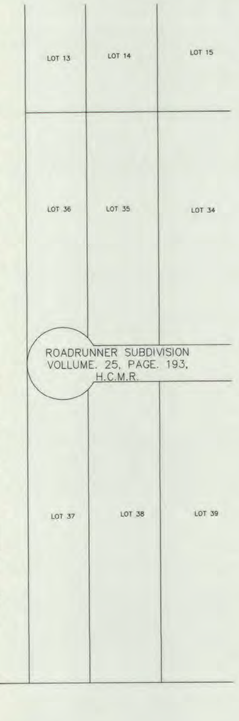
	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	HORIEL ALVAREZ	4006 22ND STREET	McALLEN, TEXAS 78501	(956) 588–6435	
ENGINEER:	SAUL D. MALDONADO, P.E.	200 S. 10TH ST. SUITE 1607	McALLEN, TEXAS 78501	(956) 702–8880	(956) 702–8883
SURVEYOR:	SAMUEL D. MALDONADO, RPLS	200 S. 10TH ST. SUITE 1607	McALLEN, TEXAS 78501	(956) 702–8880	(956) 702–8883

SAMES
SAM Engineering & Surveying
200 S. 10TH ST. SUITE 1607 TEL. (956) 702–8880
McALLEN, TEXAS 78501 FAX: (956) 702–8883
REGISTRATION # F–10602

S:\SAMES\SAS\SAS\SAS 2015\SAS 15.DGN 7/6/16 Alamo Land and Sugar Comp—J.O.A. SUBDIVISION\J.O.A. PLAT (Grid)—2015.dwg, Layout1, 7/6/2016 8:44:16 PM, CJEB

J.O.A. SUBDIVISION DRAINAGE AND MAP OF TOPOGRAPHY LAYOUT





LEGEND

W = WATER METER BOX

OSSF = SEPTIC TANK

= FIRE HYDRANT

TYPICAL DETAIL OF SERVICE LINES AND WATER METER BOXES



SCALE: 1"=100'

CONSTRUCTION COST ESTIMATE		
PAVING	=	$00.00
DRAINAGE	=	$00.00
WATER	=	$34,650.00
SEWER	=	$ 7,000.00
TOTAL	=	$41,650.00

SUBDIVIDER CERTIFICATION:

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:

I (WE) HORIEL ALVAREZ OF J.O.A. SUBDIVISION, HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT 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.

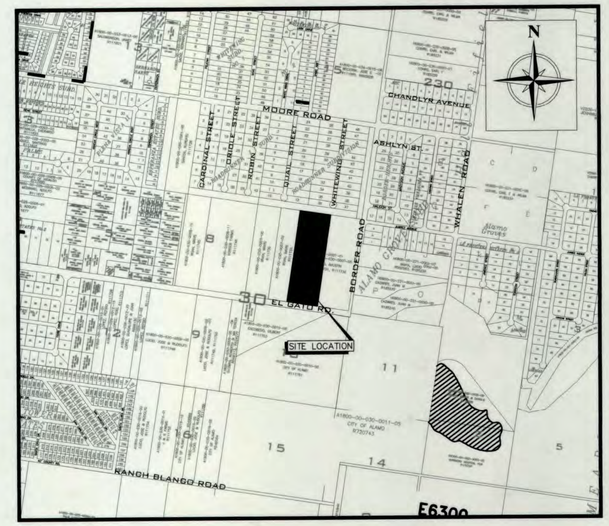
OWNER: HORIEL ALVAREZ

STATE OF TEXAS
COUNTY OF HIDALGO:

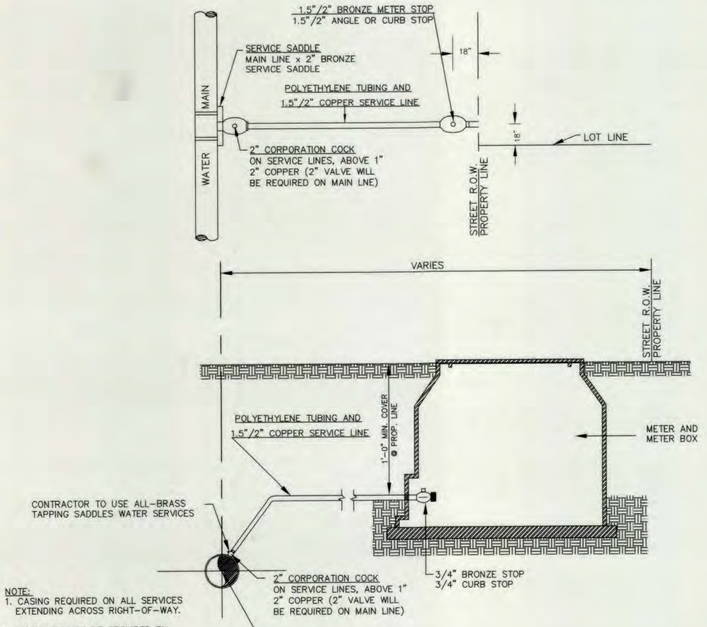
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HORIEL ALVAREZ KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSE AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF JULY 20 16

NOTARY PUBLIC

MY COMMISSION EXPIRES 04/27/2019



LOCATION MAP
SCALE: 1"=1000'



NOTE:
1. CASING REQUIRED ON ALL SERVICES EXTENDING ACROSS RIGHT-OF-WAY.
2. METER BOX TO BE PROVIDED BY DEVELOPER/OWNER.
3. WATER METER TO BE PROVIDED BY THE MHWSC.
4. THE CITY OF ALAMO WILL DETERMINE THE SIZE OF WATER METER.
5. ALL WATER SERVICES SHALL BE INSTALLED INSIDE UTILITY EASEMENTS.

SINGLE WATER SERVICE CONNECTION

NOT TO SCALE

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

J.O.A. SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY MILITARY HIGHWAY WATER SUPPLY CORPORATION (MHWSC). THE SUBDIVIDER AND MHWSC HAVE ENTERED INTO A CONTRACT IN WHICH MHWSC HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND MHWSC 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.

MHWSC HAS AN EXISTING 12" DIAMETER WATER LINE AT THE NORTHWEST CORNER OF THE INTERSECTION OF EL GATO ROAD AND BORDER ROAD. FROM THE 12" DIAMETER WATER LINE, **CONTINUES** 12" DIAMETER WATER LINE RUNNING WEST ALONG THE NORTH SIDE OF THE RIGHT-OF-WAY LINE OF EL GATO ROAD.

J.O.A. SUBDIVISION PROPOSES TO TAP INTO THE **EXISTING** 12" DIAMETER WATERLINE, AND EXIT IT WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID EL GATO ROAD APPROXIMATELY 886 FEET TO THE WEST PROPERTY LINE OF SAID J.O.A. SUBDIVISION. FROM THE **EXISTING** 12" DIAMETER WATER LINE, TWO (2) - 1" DIAMETER SINGLE SERVICE LINES RUN CONNECTING TO THE WATER METER BOXES FOR EACH LOT. THE 1" SINGLE SERVICES AND THE METER BOXES WILL BE INSTALLED AT A TOTAL COST OF $1,750.00 OR $875.00 PER LOT. THE SUBDIVIDER HAS, IN ADDITION, PAID MHWSC THE SUM OF $14,700.00, WHICH COVERS THE $875.00 COST PER LOT FOR WATER METER (INCLUDING INSTALLATION COST AND ALL TAPPING FEES AND MEMBERSHIP FEES). UPON REQUEST BY THE OWNER OF A LOT, MHWSC WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE WATER FACILITIES SHALL BE OPERABLE AS OF THE DATE OF RECORDING OF THE PLAT. THE SUBDIVIDER WILL ALSO INSTALL 2 FIRE HYDRANTS AT A UNIT COST OF $2,500.00 FOR A TOTAL COST OF $19,700.00.

SEWAGE FACILITIES DESCRIPTION: COST AND OPERABILITY DATES (UTILIZING LETTER OF CREDIT)

SEWAGE FROM J.O.A. SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES (OSSF) CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEERING HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED HIDALGO SANDY CLAY LOAM. AT LEAST TWO SOIL EXCAVATIONS WERE PREFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITS AREA). THE SOIL IS A UNIFORM HIDALGO SANDY CLAY LOAM EXTENDING UP TO 36"BELOW THE BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $3,500.00, INCLUDING THE COST FOR REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. THE SUBDIVIDER WILL POST A LETTER OF CREDIT WITH THE FILING OF THE FINAL PLAT WITH HIDALGO COUNTY TO COVER THE TOTAL SEPTIC SYSTEM COST OF $7,000.00. 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 HAS BEEN INSTALLED AS OF (08/05/15) THEN THE SUBDIVIDER SHALL RENEW HIS/HER LETTER OF CREDIT WITH THE COUNTY. IF HE/SHE CHOOSES NOT TO RENEW THE LETTER OF CREDIT, THAN HE/SHE MUST OBTAIN THE PROPER PERMITS AND INSTALL ALL SEPTIC TANK SYSTEM BY (12/05/16), IF THE DEVELOPER FAILS TO RENEW HIS/HERE LETTER OF CREDIT OR INSTALL ALL SEPTIC TANKS BY THE AFOREMENTIONED DATES. THEN THE COUNTY IN ACCORDANCE WITH THE EXECUTED SUBDIVIDER CONSTRUCTION AGREEMENT WILL INITIATE THE DRAW DOWN OF THE LETTER OF CREDIT TO INSTALL THE REMAINING SYSTEM. IF A LOT BELONGING TO SOMEONE OTHER THEN THE SUBDIVIDER, NO SEPTIC SYSTEM HAS BEEN INSTALLED AS OF (08/05/16) 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 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.

IN ANY EVENT, ALL SEPTIC SYSTEM WILL BE INSTALLED ON THE LOTS BY (12/05/16) UNLESS THE SUBDIVIDER RENEWS HIS/HER LETTER OF CREDIT TO COVER THR UNINSTALLED SEPTIC TANK SYSTEMS FOR AN ADDITIONAL TIME PERIOD AS APPROVED BY THE COUNTY OF HIDALGO. SEPTIC TANK SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

ENGINEERING CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. 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 METER, WILL COST A GRAND TOTAL OF $34,650.00 WHICH EQUALS TO $17,325.00 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $3.500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $7,000.00 FOR THE ENTIRE SUBDIVISION. .

PREPARED BY SAUL D. MALDONADO P.E.

7/6/16
DATE

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED PROFESSIONAL ENGINEER

INFORME FINAL DE INGENIERÍA PARA ABASTECIMIENTO DE AGUA:

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO:

LA SUBDIVISION J.O.A. RECIBIRA SU PROVISION DE AGUA DE MILITARY HIGHWAY WATER SUPPLY CORPORATION. EL DUEÑO DE LA SUBDIVISION Y LA COMPANIA DE AGUA MHWSC HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. MHWSC HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

MHWSC MANTIENE UN CONDUCTO DE AGUA DE 12" EN LA ESQUINA NOROESTE DE LA INTRSECCION DE EL GATO ROAD Y BORDER ROAD. MHWSC MANTIENE UNA LINEA DE SERVICIO DE 12" DE DIAMETRO QUE PASA POR EL LADO OESTE DE LA PARTE NORTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE EL GATO ROAD.

LA SUBDIVISIÓN J.O.A. PROPONE APROVECHAR EL DUCTO DE AGUA DE 12" Y EXTENDERLO HACIA EL OESTE POR MEDIO DEL DERECHO DE VÍA AL NORTE DE EL GATO ROAD A APROXIMADAMENTE 886 PIES HACIA LA LINEA DE PROPIEDAD DEL OESTE. DE DICHO DUCTO DE AGUA DE 12", DOS (2) SERVICIOS DE 1" SERAN UTILIZADAS PARA SU CONEXIÓN A LOS MEDIDORES DE AGUA PARA CADA LOTE. EL DUCTO SERVICIAL DE 1" (INDIVIDUAL) Y LOS MEDIDORES SERÁN INSTALADOS A UN COSTO TOTAL DE $1,750,00 O $875,00 POR LOTE. EL DUEÑO LE HA PAGADO A MHWSC LA SUMA DE $14.700,00, LA CUAL CUBRE EL COSTO DE $875,00 POR LOTE PARA EL MEDIDOR DE AGUA (INCLUYENDO EL COSTO DE SU INSTALACIÓN Y TODAS SUS CUOTAS Y TARIFAS). A PETICIÓN DEL PROPIETARIO DE UN LOTE, MHWSC PUNTUALMENTE Y GRATUITAMENTE INSTALARÁ EL MEDIDOR DE AGUA PARA SU LOTE. LA INSTALACION DE SERVICIOS DE AGUA SERA FINALIZADA A PARTIR DE LA FECHA DE INSTRUMENTACIÓN DEL PLAT. EL DUEÑO TAMBIÉN INSTALARÁ 2 HIDRANTES EN UN COSTO UNITARIO DE $2.500,00 PARA UN COSTO TOTAL DE $19.700,00

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SÉPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO Y 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 (ARENA ARCILLOSA Y SUELO FRANCO DEL CONDADO DE HIDALGO) 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 DE ESTIMADO PARA INSTALAR UN SISTEMA SÉPTICO EN UN LOTE INDIVIDUAL ES DE $3,500.00, INCLUYENDO EL COSTO DEL PERMISO Y LICENCIA. NO OSSF SE HAN INSTALADO A PARTIR DEL TIEMPO DE SOLICITUD PARA SU APROBACIÓN FINAL EL DUEÑO PUBLICARA UNA CARTA DE CRÉDITO CON LA PRESENTACIÓN DEL PLAT FINAL CON EL CONDADO DE HIDALGO PARA CUBRIR EL COSTO TOTAL DEL SISTEMA SÉPTICO DE $7,000.00. EL DUEÑO INCLUIRÁ EL COSTO DE UN SISTEMA DE TANQUE SÉPTICO EN EL PRECIO DE VENTA DEL LOTE.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL LOTE SE VENDA, EL COMPRADOR PUEDE INICIAR LA INSTALACIÓN DE UN SISTEMA SÉPTICO POR ESCRITO O LLAMANDO AL DUEÑO Y LUEGO ARCHIVAR CON EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA SOLICITUD DE PERMISO PARA CONSTRUIR UN SISTEMA SÉPTICO. SI EN UN SOLAR PERTENECIENTE AL DUEÑO DE LA SUBDIVISIÓN NINGUNA FOSA SÉPTICA HA SIDO INSTALADA A PARTIR DEL (08/05/15) 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 (12/05/16), 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 APARTIR DEL (08/05/15) 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 INSTALADOS PARA (12/05/16) 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.

CERTIFACTION DEL INGENIERO:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

INSTALACIONES DE AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $34,650.00 QUE ES IGUAL A $17,325.00 POR LOTE.

DRENAJE-SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $3,500.00 POR LOTE (TODO INCLUIDO), PARA UN TOTAL DE $7,000.00 POR TODA LA SUBDIVISIÓN.

PREPARED BY SAUL D. MALDONADO PE

7/6/16
FECHA

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED PROFESSIONAL ENGINEER

INDEX TO SHEET J.O.A. SUBDIVISION

1	LOCATION MAP AND ETJ: PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL 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; REVISION NOTES.
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DATE OF PREPARATION: MAY 2015

REGISTRATION # F-10602

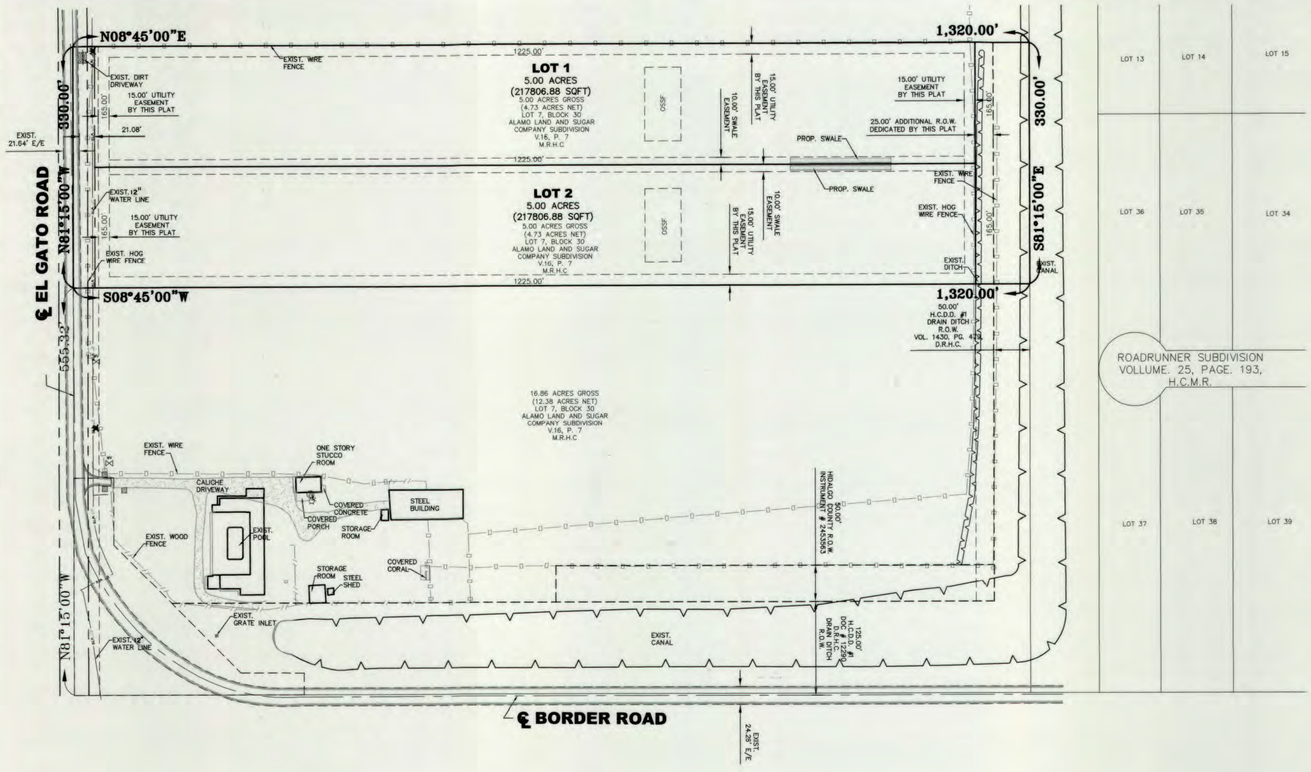
PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	HORIEL ALVAREZ	4006 22ND STREET	McALLEN, TEXAS 78501	(956) 588-6435	
ENGINEER:	SAUL D. MALDONADO, P.E.	200 S. 10TH ST. SUITE 1607	McALLEN, TEXAS 78501	(956) 702-8880	(956) 702-8883
SURVEYOR:	SAMUEL D. MALDONADO, RPLS	200 S. 10TH ST. SUITE 1607	McALLEN, TEXAS 78501	(956) 702-8880	(956) 702-8883

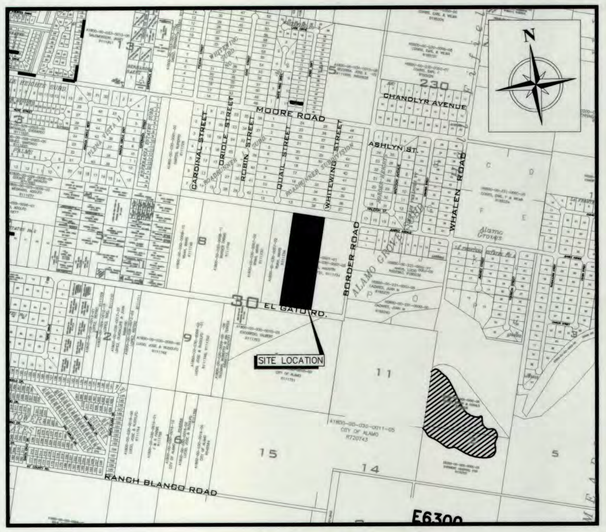
SAMES
SAM Engineering & Surveying
200 S. 10TH ST. SUITE 1607
McALLEN, TEXAS 78501
TEL. (956) 702-8880
FAX: (956) 702-8883

S:\SAMES\McALLEN\Jobs 2013\JOB 13-001 25 Ac Alamo Land and Sugar Comp-J.O.A. SUBDIVISION\SURVEY\ JOA.dwg, 9/7/2015 3:48:23 PM, DAD

J.O.A. SUBDIVISION DRAINAGE AND MAP OF TOPOGRAPHY LAYOUT



SCALE: 1"=100'



LOCATION MAP
SCALE: 1"=1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

J.O.A. SUBDIVISION IS LOCATED IN HIDALGO COUNTY PRECINCT No. 2, AT THE NORTHWEST CORNER OF EL GATO ROAD AND BORDER ROAD THE NEAREST MUNICIPALITY IS THE CITY OF ALAMO. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ALAMO (POP. 18,956), J.O.A. SUBDIVISION LIES APPROXIMATELY 0.75 MILES FROM THE CITY LIMITS AND IS WITHIN THE CITY'S TWO-MILE EXTRATERRITORIAL JURISDICTION UNDER LOCAL GOVERNMENT CODE s 42.021.

DRAINAGE REPORT
J.O.A. SUBDIVISION
HIDALGO COUNTY, TEXAS

THE PROPOSED 2-LOT J.O.A. SUBDIVISION CONTAINING 10.00 ACRES OUT OF A 26.86-ACRE (GROSS), 21.85-ACRE (NET) TRACT OF LAND , PROPERTY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION EL GATO ROAD AND BORDER ROAD, WITHIN THE CITY LIMITS OF ALAMO. THIS DEVELOPMENT IS CURRENTLY FLANKED BY SINGLE FAMILY RESIDENTIAL AREAS TO THE NORTH AND WEST, AND OPEN AGRICULTURE ON THE SOUTH, AND EAST. THIS DEVELOPMENT AND ITS SURROUNDING AREA IS IN ZONE "B", ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 480334 0425C, MAP REVISED NOVEMBER 16, 1982.

ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICES, THE SITE CONSISTS OF HIDALGO-SANDY CLAY LOAM (28) (100% OF SITE), WITH 0 TO 1 PERCENT SLOPES, WELL DRAINED, MODERATELY HIGH TO HIGH PERMEABILITY, AND AVAILABLE WATER CAPACITY IS MODERATE.

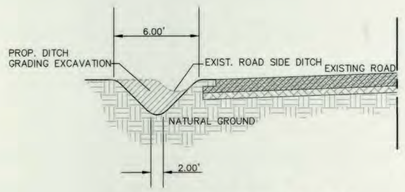
EXISTING STORM RUNOFF WITHIN THIS PROPERTY CURRENTLY FLOWS OVERLAND IN A SOUTH, SOUTHEASTERLY DIRECTION TO ADJACENT LOW LYING AREAS ALONG EL GATO ROAD AND SUBSEQUENTLY RUNS ITS NATURAL COURSE.

AS REQUIRED BY THE CITY OF ALAMO, THE POST-DEVELOPMENT STORM RUNOFF VOLUME WILL REMAIN UNCHANGED, WITH THE ADDITIONAL RUNOFF RESULTING FROM INCREASED IMPERVIOUS AREAS TO BE DETAINED WITHIN THE PROPERTY. ACCORDING TO CALCULATIONS UTILIZING THE RAINFALL-RUNOFF MODEL – THE RATIONAL METHOD, THE EXISTING PEAK RUNOFF FROM A 10-YEAR STORM IS APPROXIMATED TO BE 5.99 CFS FOR THIS PROPERTY. THE ANTICIPATED PEAK RUNOFF AFTER DEVELOPMENT IS CALCULATED TO BE 13.87 CFS FOR A 10-YEAR STORM.

IN ACCORDANCE WITH HIDALGO COUNTY AND CITY OF ALAMO DRAINAGE REQUIREMENTS OF NOT INCREASING THE AMOUNT OF EXISTING RUNOFF, CALCULATIONS INDICATE THAT 11,044 CUBIC FEET (0.254 AC-FT) OF STORM RUNOFF WILL BE REQUIRED TO BE DETAINED WITHIN THE SUBDIVISION. THE REQUIRED DETENTION VOLUME WILL BE DETAINED ON SITE WITHIN THE PROPOSED LOTS IN THE FORM OF A SWALES AND DETENTION PONDS. DETAINED RUNOFF WILL THEN OUTFALL BY SWALES, AND RCP PIPE, INTO AN EXISTING DRAIN DITCH OWNED BY THE HIDALGO COUNTY DRAINAGE DISTRICT # 1, LOCATED ON THE EAST SIDE OF PROPOSED SUBDIVISION ALONG BORDER ROAD. TABLES AND CALCULATIONS ARE ATTACHED.

PREPARED BY: SAUL MALDONADO, P.E. DATE 07/01/16

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED
PROFESSIONAL ENGINEER



ROAD SIDE DITCH GRADING
N.T.S.

LOCATION OF PROPERTY:
BEING 10 ACRES OUT OF THE EAST 26.86 ACRES OF LOT 7, BLOCK 30, ALAMO LAND AND SUGAR COMPANY, HIDALGO COUNTY TEXAS, VOLUME 16, PAGE 7, MAP RECORDS, HIDALGO COUNTY, TEXAS. THIS PROPERTY IS LOCATED IN THE ETJ OF THE CITY OF ALAMO AND IT IS LOCATED APPROXIMATELY 555.32 FEET WEST OF THE INTERSECTION OF EL GATO ROAD AND BORDER ROAD.

EXISTING USE AND DRAINAGE PATTERN:
THE PROPERTY IS CURRENTLY OPEN LAND. THE CURRENT DRAINAGE RUNOFF FROM THIS PROPERTY IS OVER LAND IN A SOUTH, SOUTHEASTERLY DIRECTION TO ADJACENT LOW LYING AREAS ALONG EL GATO ROAD AND SUBSEQUENTLY FLOWS EAST IN A ROAD SIDE DITCH TO AN EXISTING GRATE INLET, OWNED BY HIDALGO COUNTY DRAINAGE DISTRICT #1 WHICH THEN OUT FALLS INTO AN EXISTING DRAIN DITCH ALSO OWNED BY HIDALGO COUNTY DRAINAGE DISTRICT #1.

CALCULATIONS:
FEMA FLOOD ZONE "B", COMMUNITY PANEL NUMBER 480334 0450 C, DATED NOVEMBER 16, 1982.
SOIL HYDRAULIC GROUP IS B.
EXISTING STORM RUNOFF BASED ON THE RATIONAL METHOD FOR A 10 YEAR FREQUENCY STORM IS 5.99 CFS.
POST DEVELOPMENT EXPECTED RUNOFF IS 13.87 CFS FOR THE PROPPED DESIGN STORM.
TOTAL DETENTION REQUIREMENT IS 11,044 CF.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, SAUL D. MALDONADO, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

SAUL D. MALDONADO, PE NO. 100320 DATE 07/01/16

STATE OF TEXAS
SAUL D. MALDONADO
100320
LICENSED
PROFESSIONAL ENGINEER

DATE OF PREPARATION: MAY 2015

REGISTRATION # F-10602

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	HORIEL ALVAREZ	4006 22ND STREET	McALLEN, TEXAS 78501	(956) 588-6435	
ENGINEER:	SAUL D. MALDONADO, P.E.	200 S. 10TH ST. SUITE 1607	McALLEN, TEXAS 78501	(956) 702-8880	(956) 702-8883
SURVEYOR:	SAMUEL D. MALDONADO, RPLS.	200 S. 10TH ST. SUITE 1607	McALLEN, TEXAS 78501	(956) 702-8880	(956) 702-8883

INDEX TO SHEET J.O.A. SUBDIVISION

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SAMES
SAM Engineering & Surveying
200 S. 10TH ST. SUITE 1607 TEL. (956) 702-8880
McALLEN, TEXAS 78501 FAX: (956) 702-8883

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: 10-25-2016

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 " AS PER FEMA.

ROAD R.O.W. DEDICATION: NO DEDICATION

H.C.R.O.W. FINAL APPROVAL DATE: 10-03-2016 By, JOE OCHOA, PCT. 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: 09-28-2016 By, ELIZARDO "CHARDO" RAMOS Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD FOR LOTS 3 AND 4. LOT 2 HAS AN EXISTING OSSF AND LOT 1 IS AGRICULTURE USE, NO OSSF IS REQUIRED.

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 6" LOCATION: EAST SIDE OF RAUL LONGORIA ROAD.

H.C.O.E.C. FINAL APPROVAL DATE: 09-26-2016 : 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.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: 07/06/2016

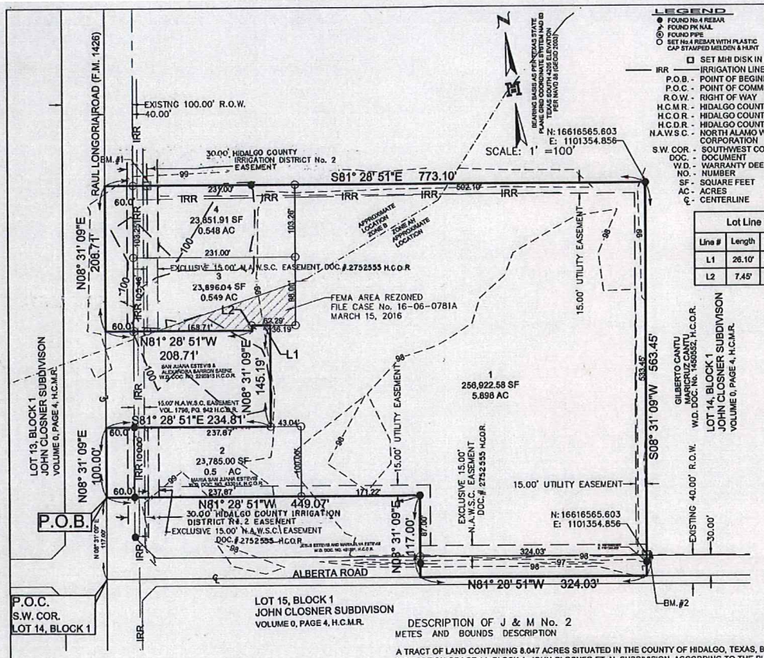
STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* EDINBURG.

☒ **Final Approval** *subject to recommendations other departments*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.

*



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

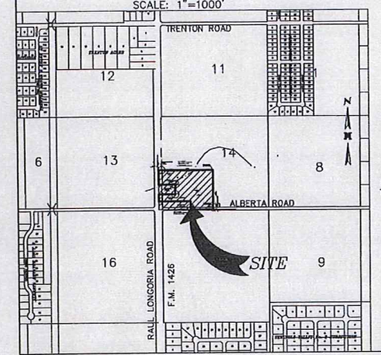
SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; IRRIGATION DISTRICT, HIDALGO COUNTY JUDGE; H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; NORTH ALAMO WATER SUPPLY CORPORATION CERTIFICATION,

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); 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 (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021.
THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

LOCATION MAP
SCALE: 1"=1000'



MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE, EDINBURG, TX. 78541 — OFF: (956) 381-0981, FAX: (956) 381-1839
227 N. FM. 3167, RIO GRANDE CITY, TX. 78582 — OFF: (956) 487-8256, FAX: (956) 487-8581
E-MAIL: www.meldenandhunt.com
ESTABLISHED 1947

DRAWN BY: CIRO H. — DATE: 9-19-16
SURVEYED, CHECKED BY: J. L. G. — DATE: 9-19-16
FINAL CHECK: — DATE: 9-22-16

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
	MARISELDA SALAZAR LOZANO LOT 3 & 4	RT. 14, BOX 36B	EDINBURG, TEXAS 78539		
	RAMIRO R. LOZANO LOT 3 & 4	RT. 14, BOX 36B	EDINBURG, TEXAS 78539		
	MARIA SAN JUANA ESTEVES LOT 2	RT. 6, BOX 369	EDINBURG, TEXAS 78516		
OWNER:	SYLVIA E. SALAZAR LOT 1	1638 N. TOWER ROAD	ALAMO, TEXAS 78516	(956)330-0936	
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 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 2295914, 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 453014, 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 09°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 2259915, 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 1455552, 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 431311, 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 1.347 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.

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: 50.00 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.
---3B.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.
---3B.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: 16616575.38, 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 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.

9-22-16
FRED L. KURTH, R.P.L.S. # 4750 — DATE:
DATE SURVEYED: 04-09-15
V- 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: 09/30/16
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, 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 AGREEMENT 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 25th DAY OF August 20 16

Sylvia E. Salazar
SYLVIA E. SALAZAR

María San Juana Esteves
MARIA SAN JUANA ESTEVIS

RAMIRO R. LOZANO

Mariselda Salazar-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 THE PERSON WHOSE NAME IS SUBSCRIBED TO

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 8-2-2016.

ENGINEER CERTIFICATION:

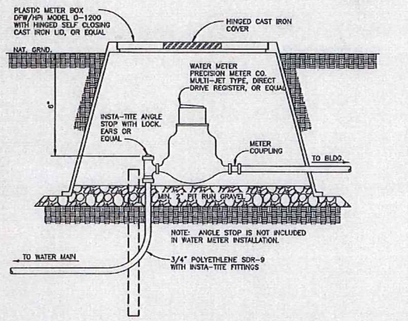
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

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.

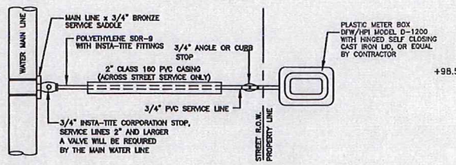
SEWAGE FACILITIES -- SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $1,500.00 FOR THE ENTIRE SUBDIVISION.

ENGINEER'S SIGNATURE — DATE 9-22-16

STATE OF TEXAS · MARIO A. REYNA · 117368 · LICENSED PROFESSIONAL ENGINEER



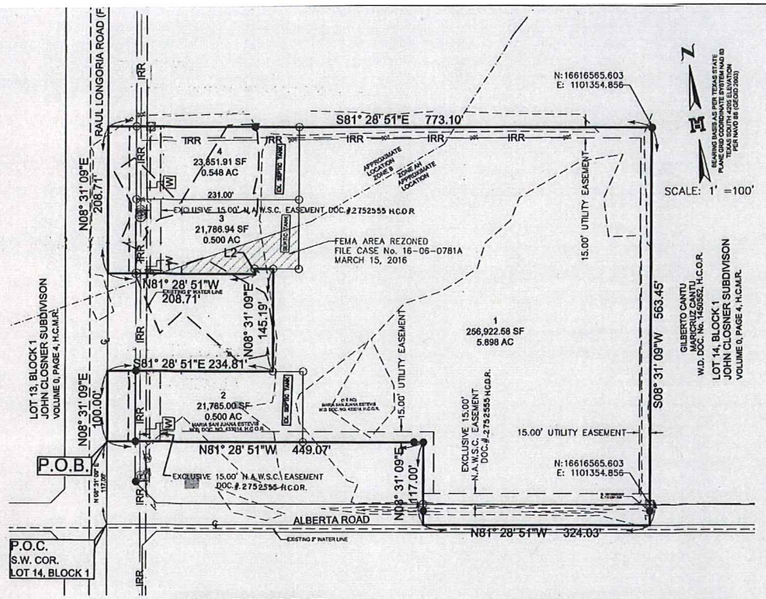
TYPICAL WATER METER INSTALLATION
N.T.S.



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 — FAX: (956) 381-1839 — EDINBURG, TX. 78541
227 N. FM. 3167 — OFF: (956) 487-8256 — FAX: (956) 488-8591 — RIO GRANDE CITY, TX. 78582
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947



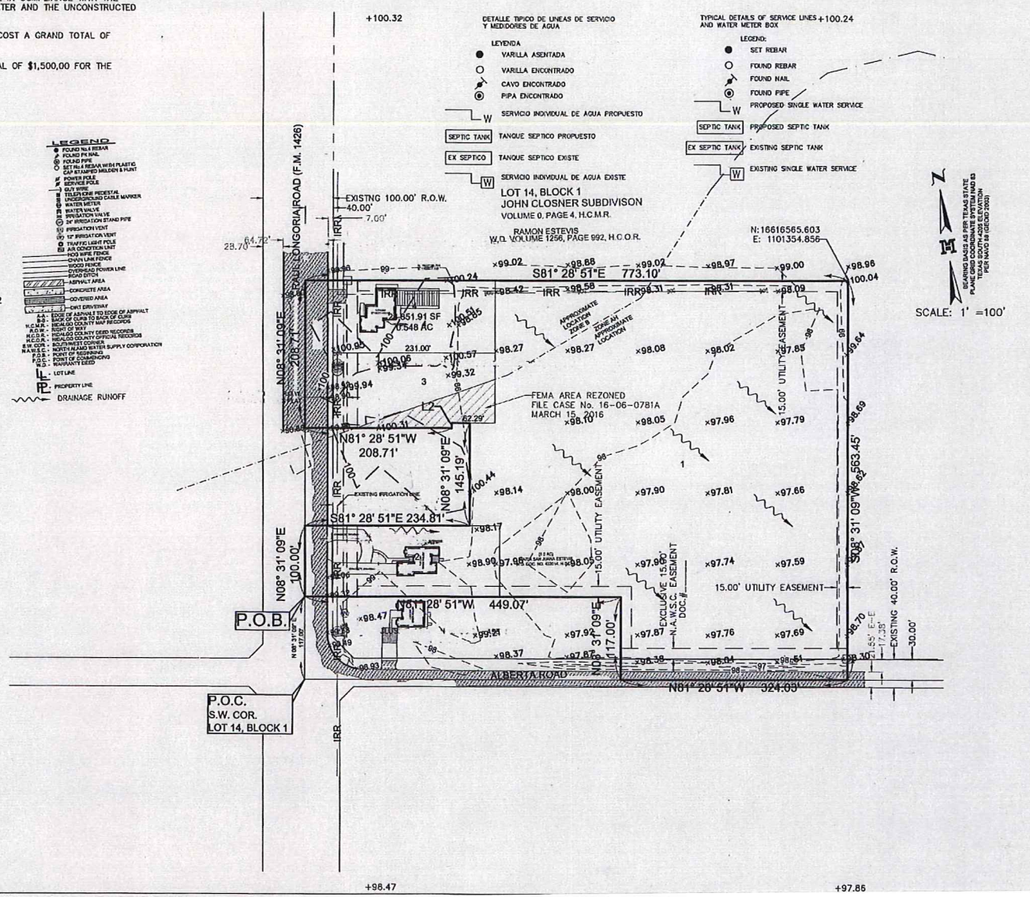
SUBDIVISION MAP OF
J&M No. 2
BEING A RESUBDIVISION OF 8.047 ACRES
OUT OF LOT 14, BLOCK 1
JOHN CLOSNER et al SUBDIVISION
VOLUME 0, PAGE 4, H.C.M.R.
HIDALGO COUNTY, TEXAS.

COST ESTIMATE:

WATER DISTRIBUTION:	$ 570.00
SEPTIC TANK	$ 1,500.00
IMPROVEMENTS / OSSF:	

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 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.

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 PERTENESCIENTE AL DUEÑO DE LA SUBDIVISIÓN NINGUNA FOSA SÉPTICA HA SIDO INSTALADA A PARTIR DEL (EL 15, DE JUNIO 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 JUNIO 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: 8-2-2016.

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 9-22-16

STATE OF TEXAS · MARIO A. REYNA · 117368 · LICENSED PROFESSIONAL ENGINEER

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 SUBDIVISON.

STATE OF TEXAS · MARIO A. REYNA · 117368 · LICENSED PROFESSIONAL ENGINEER

MARIO A. REYNA PE #117368 — DATE: 9-22-16

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. I, RAMIRO R. LOZANO AND MARISELDA SALAZAR LOZANO SUBDIVIDERS OF J&J No. 2 HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON LOTS 1 AND 3; 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.

RAMIRO R. LOZANO AND MARISELDA SALAZAR LOZANO

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RAMIRO R. LOZANO AND MARISELDA SALAZAR LOZANO KNOWN TO ME THE PERSONS WHOSE NAMES ARE 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 25th DAY OF August 20 16.

NOTARY PUBLIC
MY COMMISSION EXPIRES 06/20/2018

LYDIA FLORES · Notary Public · STATE OF TEXAS · Notary ID #11239038 · Comm. Expires June 20, 2018

SHEET 2 OF 2 SHEETS

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-25-2016

PROPOSED **LOS TRES ENCINOS** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER: **NAIN ENGINEERING** DEVELOPER: **ROGELIO GUERRERO**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **4** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **SOUTH WEST CORNER OF F.M. 676 & SCHUERBACH ROAD.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of **MISSION** and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **07-08-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE IMPROVEMENTS WILL BE PROVIDED BY REGRADING SCHUERBACH ROAD SIDE DITCH.**

ROAD R.O.W. DEDICATION: **20.00 FEET ON F.M. 676 (MILE 5 NORTH ROAD) & 15.00 FEET ON SCHUERBACH ROAD.**

H.C.R.O.W. FINAL APPROVAL DATE: **10-05-2016** 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: ☒ SANITARY SEWER BY: **ALTON** LINE SIZE: **8"** LOCATION: **WEST SIDE OF SCHUERBACH ROAD.**

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **8"** LOCATION: **EAST SIDE OF SCHUERBACH ROAD.**

H.C.O.E.C. FINAL APPROVAL DATE: **10-05-2016**: 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.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **08/23/2016**

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.*

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 40.0'
   SIDE 15.0' OR EASEMENT WHICH EVER IS GREATER
   REAR 15.0' OR EASEMENT WHICH EVER IS GREATER

2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   O -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   ^ -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.

4. BENCHMARK ELEVATION: 177.52', C.P.S. SET IN POWER POLE ON THE EAST SIDE OF SCHUERBACH ROAD ABOUT 663 FEET SOUTH OF FM 676 (NGVD 1988)

5. FLOOD ZONE DESIGNATION: ZONE "X"
   AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
   C.P.N. 480334 0290 D
   MAP REVISED: JUNE 6, 2000.

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF __9.131__ CUBIC -FEET __0.21__ 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 THIS LOT

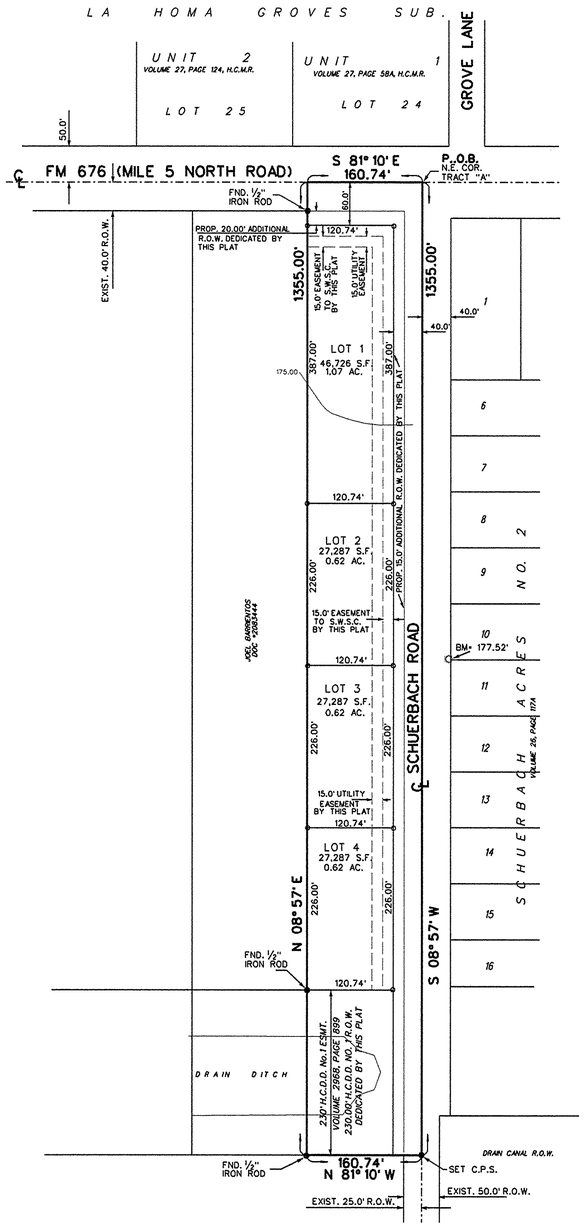
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

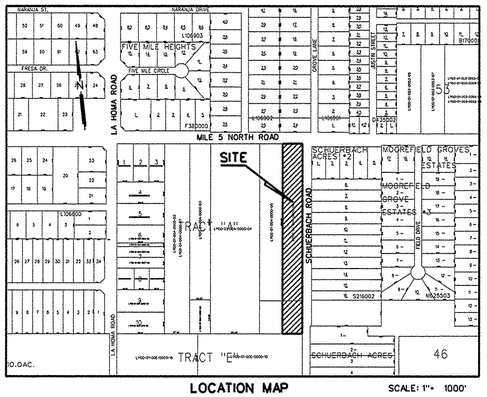
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

9. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

11. OWNER OF LOT 1 WILL BE REPONSIBLE TO MOVE EXISTING BLOCK BUILDING ENCROACHING ONTO THE NEW R.O.W. LINE OF SCHUERBACH ROAD AT THE TIME OF FUTURE WIDENING OF SCHUERBACH ROAD.





LOCATION MAP SCALE: 1"= 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOS TRES ENCINOS SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED WESTERLY HIDALGO COUNTY, AT THE SOUTHEAST CORNER OF FM 676 (MILE 5 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION (POPULATION OF 77,058 2010 CENSUS). LOS TRES ENCINOS SUBDIVISION LIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF CITY OF MISSION UNDER LOCAL GOVERNMENT CODE § 212.001.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	ROGELIO GUERRERO	2505 W. MILE 5	MISSION, TEXAS. 78574	956-321-6602
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537	(956) 764-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

LOS TRES ENCINOS SUBDIVISION

THE EAST 5.00 ACRES OF TRACT "A", BLOCK 2, LA HOMA RANCH CITRUS GROVES SUBDIVISION, UNIT No. 1, ACCORDING TO THE MAP RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

BEING 5.00 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING THE EAST 5.00 ACRES OF TRACT "A", BLOCK 2, LA HOMA CITRUS GROVES, UNIT No. 1, AS PER MAP RECORDED IN VOLUME 7, PAGE 59 OF THE HIDALGO COUNTY MAP RECORDS, AND SAID 5.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT "A" AND THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED:

THENCE: S 08° 50' W, 1355.00 FEET, WITH THE EAST LINE OF SAID TRACT "A" AND WITH THE CENTERLINE OF SCHUERBACH ROAD TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF SAID TRACT "A" AND THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED:

THENCE: N 81° 10' W, 160.74 FEET, WITH THE SOUTH LINE OF SAID TRACT "A" TO A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED:

THENCE: N 08° 50' E, WITH A LINE THAT IS PARALLEL TO THE EAST LINE OF SAID TRACT "A" AND WITH THE EAST LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2083444, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AT A DISTANCE OF 230.00 FEET PASS A ½" IRON ROAD FOUUND FOR A REFERENCE ON THE NORTH R.O.W. LINE OF AN EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 BY DEED RECORDED IN VOLUME 2968, PAGE 899 OF THE HIDALGO COUNTY DEED RECORDS, AT A DISTANCE 1315.00 FEET TO PASS A ½" IRON ROD FOUND FOR REFERENCE ON THE SOUTH R.O.W. LINE OF FM 676 (MILE 5 NORTH ROAD) AND CONTINUING FOR A TOTAL DISTANCE OF 1355.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED:

THENCE: S 81° 10' E, 160.74 FEET, WITH THE NORTH LINE OF SAID TRACT "A" AND WITH THE CENTERLINE OF SAID FM 676 (MILE 5 NORTH ROAD) TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND MORE OR LESS.

THIS PLAT OF LOS TRES ENCINOS 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 THE _____ DAY OF _____, 2016

_____
CHAIRMAN

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009 (c) AND § 212.0115(b)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE LOS TRES ENCINOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION ON _____, _____.

_____ _____
MAYOR OF THE CITY OF MISSION DATE

ATTEST:_____ _____
SECRETARY OF THE CITY OF MISSION DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS TRES ENCINOS 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

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
I, ROGELIO GUERRERO OWNER OF THE 5.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "LOS TRES ENCINOS 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: ROGELIO GUERRERO
ADDRESS: 2505 W. MILE 5 NORTH RD
MISSION, TEXAS. 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ROGELIO GUERRERO 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

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6
DATED THIS _____ DAY OF _____, 2016

_____
PRESIDENT DATE

ATTEST: _____
SECRETARY DATE

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER 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

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 476
107 W. HUISACHE ST.
WESLACO, TEXAS. 78596
PH. 956-968-2422

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Guillermo Arratia, PE 7/5/16
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

DATE OF PREPARATION: JUNE 19, 2016

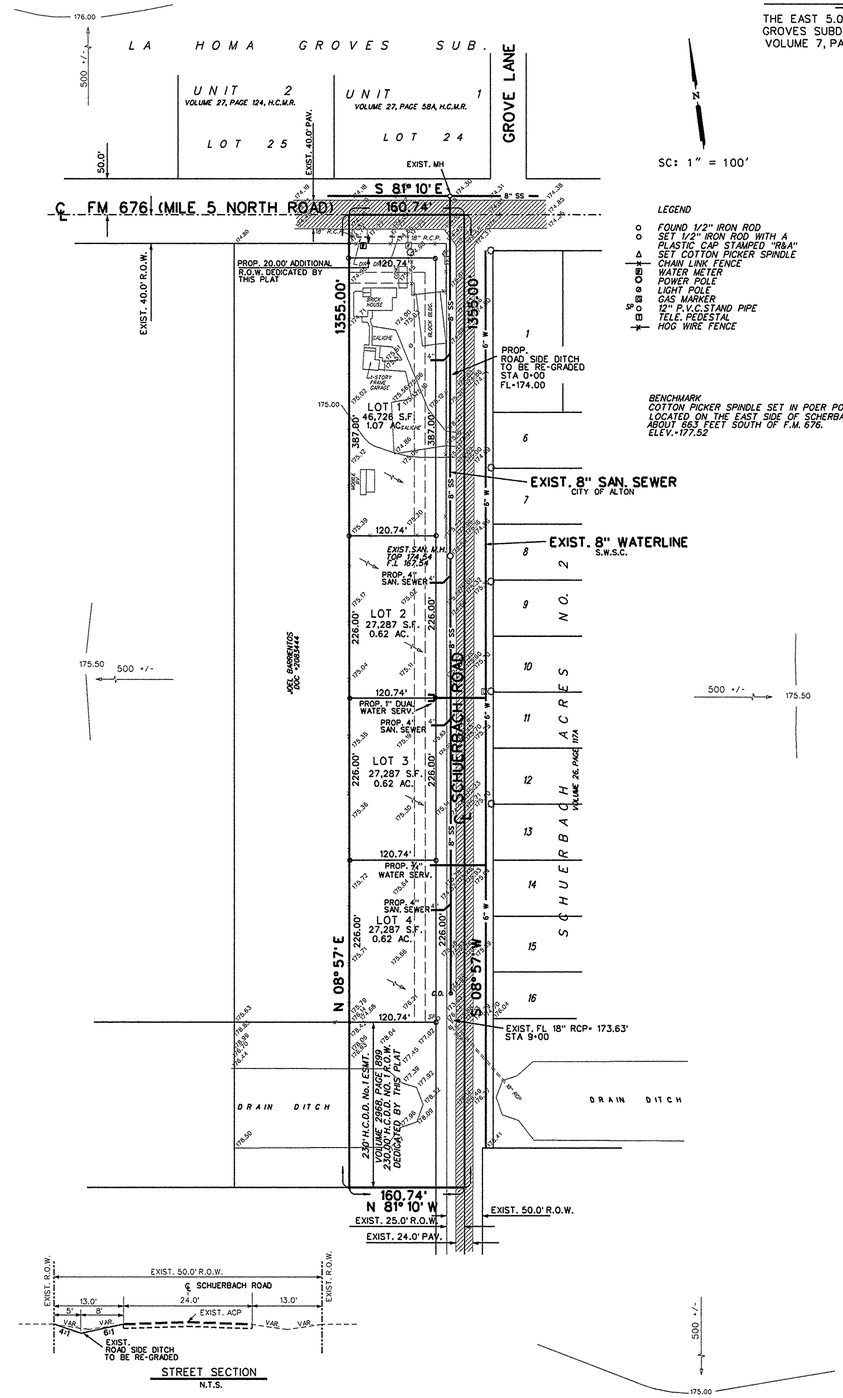
NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

SHEET 1 OF 2

INDEX TO SHEET OF LOS TRES ENCINOS 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.I.D. No. 6 CERTIFICATE OF APPROVAL: REVISION NOTES, H.C.H.D.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION):
	TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE



SC: 1" = 100'

LEGEND

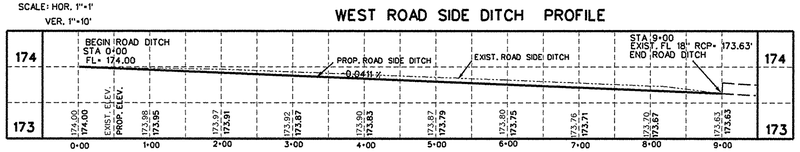
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "R&A"
- SET COTTON PICKER SPINDLE
- CHAIN LINK FENCE
- WATER METER
- POWER POLE
- LIGHT POLE
- GAS MARKER
- 12" P.V.C STAND PIPE
- TELE. PEDESTAL
- HOG WIRE FENCE

BENCHMARK
COTTON PICKER SPINDLE SET IN POER POLE
LOCATED ON THE EAST SIDE OF SCHERBACH ROAD
ABOUT 663 FEET SOUTH OF F.M. 676.
ELEV.-177.52

STREET SECTION
N.T.S.

SCALE: HOR. 1"=1'
VER. 1"=10'

WEST ROAD SIDE DITCH PROFILE



LOS TRES ENCINOS SUBDIVISION

THE EAST 5.00 ACRES OF TRACT "A", BLOCK 2, LA HOMA RANCH CITRUS GROVES SUBDIVISION, UNIT No. 1, ACCORDING TO THE MAP RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS, HIDALGO COUNTY, TEXAS.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED
1	1			

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	ROGELIO GUERRERO	2505 W. MILE 5	MISSION, TEXAS. 78574	956-321-6602
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

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- WE, ROBERTO AND ISSIS HERNANDEZ SUBDIVIDERS OF CARLOS HERNANDEZ 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: ROGELIO GUERRERO
ADDRESS: 2505 W. MILE 5 NORTH RD
MISSION, TEXAS. 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ROGELIO GUERRERO 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:

LOS TRES ENCINOS SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY SHARYLAND WATER SUPPLY CORPORATION THE SUBDIVIDER, AND S.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH SHARYLAND WATER SUPPLY HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND S.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

S.W.S.C. HAS AN EXISTING 6" DIAMETER WATERLINE RUNNING ALONG THE EAST RIGHT-OF-WAY OF SCHUEBARCH ROAD

WATER DISTRIBUTION FOR LOS TRES ENCINOS SUBDIVISION CONSIST OF A PROPOSED 1- 1" DIAMETER DUAL WEATER SERVICE FOR LOTS 2 AND 3 AND 1- ¾" SINGLE SERVICE FOR LOT 4 , SAID SERVICES TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $ 7,500.00, WHICH COVERS THE COST FOR LOTS 2, 3 AND 4, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOT IN THE SUBDIVISION TO AGUA SUD UPON REQUEST BY THE LOT OWNER, AGUA SUD WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.
THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY S.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

LOT 1 HAS AN EXISTING WATER METER

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

LOS TRES ENCINOS SUBDIVISION WILL BE TREATED BY WASTE WATER SERVICE FROM THE CITY OF ALTON . THE SUBDIVIDER AND THE CITY OF ALTON HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF MERCEDES HAS PROMISED TO PROVIDE SUFFICIENT WASTE WATER FOR AT LEAST 30 YEARS AND THE CITY OF MERCEDES HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

THE CITY OF ALTON HAS AN EXISTING 8 INCH SANITARY SEWER LINE RUNNING ALONG THE WEST RIGHT-OF-WAY LINE OF SCHURBACH ROAD THE WASTE WATER SYSTEM FOR LOS TRES ENCINOS SUBDIVISION CONSIST OF 4- 4 INCH SANITARY SEWER SERVICES THAT TAPS INTO THE EXISTING 8 INCH LINE.

THE 4-4 INCH SEWER SERVICE WILL BE INSTALLED AT A TOTAL COST OF $ 2,000.00
TO COVER THE COST FOR THE AFOREMENTIONED WASTE WATER DISTRIBUTION SYSTEM. IN ADDITION THE SUBDIVIDER HAS PAID THE CITY OF MERCEDES THE SUM OF $600.00 WHICH COVERS THE $150.00 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 ALTON. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF MERCEDES AND SAID SEWER SERVICES ARE OPERABLE AS OF THE DATE OF THE RECORDING PLAT.

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 $ 7,500.00
SEWAGE FACILITIES - SANITARY SEWER SERVICES HAS BEEN INSTALLED AT A TOTAL COST OF $ 2,600.00

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE LOS TRES ENCINOS SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE S.W.S.C.. EL DUENO DE LA SUBDIVISION Y LA COMPANIA S.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. S.W.S.C. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE LOS TRES ENCINOS SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 6 PULGADAS DE DIAMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA SCHUEBARCHA ROAD.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE INSTALARA UN CONDUCTO DE UNA PULGADA DOBLE PULGADA DEDIAMETRO PARA LOS LOTES 2 Y 3,Y UNO DE ¾ PULGADA PARA EL LOTE 4 Y EL MEDIDOR MECANICO DE AGUA
EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A S.W.S.C. $ 7,500.00 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 S.W.S.C. LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

LA SUBDIVISION DE LOS TRES ENCINOS SUBDIVISION RECIBIRA SU PROVISION DE DRENAJE SANITARIO DE LA CIUDAD DE ALTON. EL DUENO DE LA SUBDIVISION Y LA CIUDAD DE ALTON HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE DRENAJE SANITARIO POR LOS PROXIMOS 30 ANOS. LA CIUDAD DE ALTON HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE DRENAJE SANITARIO PARA LA SUBDIVISION DE LOS TRES ENCINOS SUBDIVISION CONSISTE DE UN CONDUCTO EXISTENTE DE 8 PULGADAS QUE PASA POR EL LADO OESTE DEL DERECHO DE VIA DE LA CARRETERA SCHUEBARCH ROAD

DE LA LINEA DE 8 PULGADAS, SE INSTALARAN 4 SERVICIOS DE 4 PULGADAS A UN COSTO DE $ 2,000.00, ADEMAS EL DUENO DE LA SUBDIVISION HA PAGADO A LA CIUDAD DE ALTON $600.00 DE ACUERDO AL CONTRATO DE LA CONSTRUCCION DE LA SUBDIVISION, QUE CUBRE LOS SERVICIOS Y CUALQUIER OTROS COBROS QUE SE ASOCIEN CO LA NECESSIDAD DEL SERVICIO DEL DRENAJE. Y ESTARA EN FUNCIONAMIENTO COMPLETO ANTES DE LA FECHA EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

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:

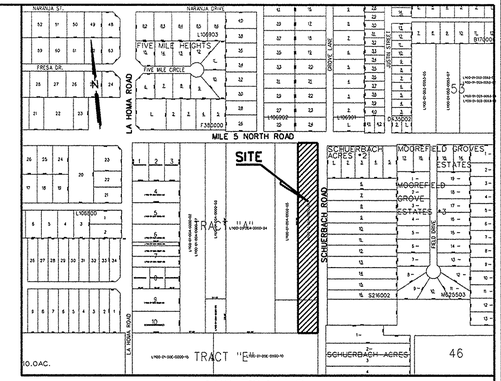
AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 7,500.00
DENAJE: SE ESTIMA QUE LOS SERVICIOS DE DRENAJE COSTARAN $ 2,600.00 PARA LA SUBDIVISION..

7/9/16
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

DATE OF PREPARATION: JUNE 18, 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



LOCATION MAP SCALE: 1"= 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOS TRES ENCINOS SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED WESTERLY HIDALGO COUNTY, AT THE SOUTHEAST CORNER OF FM 676 (MILE 5 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION (POPULATION OF 77,058 2010 CENSUS). LOS TRES ENCINOS SUBDIVISION LIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF CITY OF MISSION UNDER LOCAL GOVERNMENT CODE § 212.001.

DRAINAGE REPORT:

JUNE 18, 2016
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.

LOS TRES ENCINOS SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED AT THE SOUTHWEST CORNER OF FM 676 (MILE 5 NORTH ROAD) AND SCHURBACH ROAD

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "X";
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
C.P.N. 480334 0290 D
MAP REVISED: JUNE 6, 2000.

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HIDALGO SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOPED. LOT 1 HAS AN EXISTING HOUSE. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF (2.49 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW SHEET FLOW RUNS TOWARDS THE SOUTHEAST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT IS FOR 4 LOTS FOR RESIDENTIAL USE. THE STORM SEWER RUNOFF AFTER DEVELOPMENT WILL INCREASE 0.91 CFS FOR A TOTAL 3.4 CFS, I HAVE CALCULATE 9,131 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETEINED WITHIN THE PROPERTY BY EXISTING NATURAL LOW AND OUTFALLING INTO THE RE-GRADED ROAD SIDE DITCH, OUTFALLING INTO AN EXISTING DRAIN DITCH OWNED BY H.C.D.D. No. 1, VIA AN EXISTING 18 INCH RCP. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO FOR COMMERCIAL USE AT THE TIME OF BUILDING PERMIT. DRAINAGE DETENTION PER LOT IS 2,282.75 CF AN 18 INCH PIPE WITH SAFETY END TREATMENT WILL BE REQUIRED AT DRIVEWAYS.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A
THE SUBJECT TRACT LIES IN ZONE "X";
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
C.P.N. 480334 0290 D
MAP REVISED: JUNE 6, 2000.
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

7/9/16
GUILLERMO A. ARRATIA
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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	$ 7,500.00
SEPTIC TANK SYSTEM	$ 2,600.00
DRAINAGE	$ 000.00

SHEET 2 OF 2

INDEX TO SHEET OF LOS TRES ENCINOS 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.I.D. No. 6 CERTIFICATE
	OF APPROVAL: REVISION NOTES: H.C.H.D.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT
	(ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION):
	TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION,
	AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE
	THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

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: 10-25-2016

PROPOSED **VAQUERO ESTATES PH. IV** SUBDIVISION, PRECINCT No. **1 .**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **BETO SALINAS FLORES GROUP, LLC**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **61** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **EAST OF FM 1015 APPROXIMATELY 1,000 FEET SOUTH OF MILE 11 NORTH ROAD.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **WESLACO** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **9-30-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X AND X SHADED"** AS PER FEMA. Zone "AE" HAS BEEN REMOVED VIA A LOMR-F UNDER CASE# 16-06-3646A

DRAINAGE DESIGN: **DRAINAGE WILL BE ACCOMPLISHED BY STROM DRAINAGE SYSTEM AND DETENTION BY WIDENING THE EXISTING DRAIN DITCH ALONG THE EAST PROPERTY LINE.**

ROAD R.O.W. DEDICATION: **NO R.O.W. DEDICATION IS REQUIRED.**

H.C.R.O.W. FINAL APPROVAL DATE: **09-27-2016** By, **ROY GONZALEZ, PCT. 1** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **09-28-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY THE HEALTH DEPARTMENT.

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **DEVON STREET, ABBEY STREET & ADARE STREET.**

H.C.O.E.C. FINAL APPROVAL DATE: **09-29-2016** : 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.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **03/22/2016**

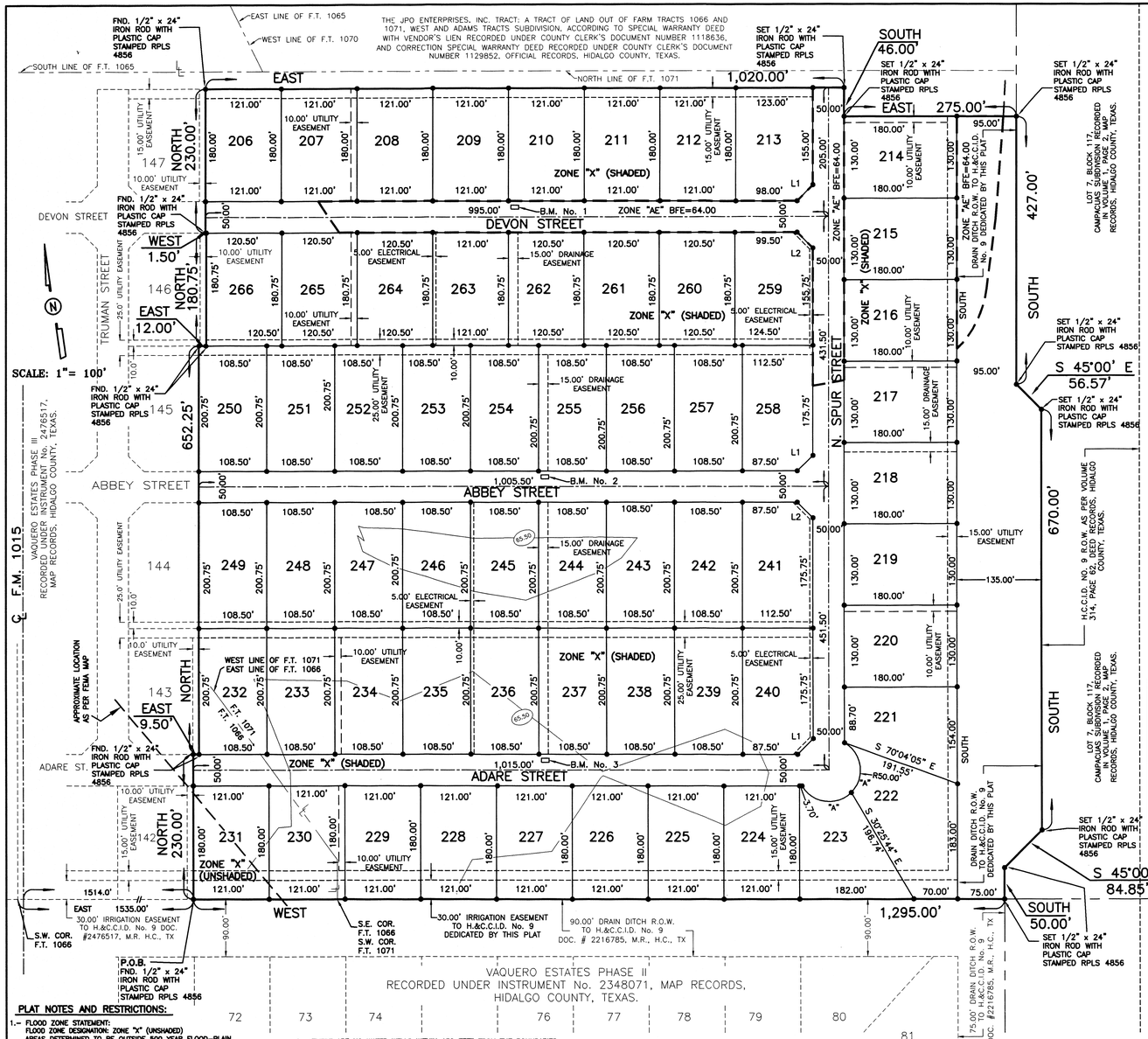
STAFF RECOMMENDS:

☐ **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*

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" (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD–PLAIN.
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS OF 500–YEAR FLOOD; AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100–YEAR FLOOD.
LETTER OF MAP REVISION BASED ON FILL (LOMR–F) APPROVED BY FEMA ON _____ CASE NO. _____
FLOOD ZONE DESIGNATION: ZONE "AE"
FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING) BASE FLOOD ELEVATIONS DETERMINED. (BFE 64.00)
COMMUNITY–PANEL NUMBER 480334 0450 C MAP REVISED: JUNE 6, 2002 LOMR: MAY 30, 2002
CONSTRUCTION OF RESIDENTIAL HOUSING WITH 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)
A CONDITIONAL LETTER OF MAP REVISION HAS BEEN SUBMITTED TO FEMA (CLOMR–F). CASE NO. 15–16–4163C

2.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

3.– SETBACKS:
FRONT ..... 25.00 FEET
REAR ..... 15.00 FEET
SIDE ..... 6.00 FEET
CORNER SIDE ..... 10.00 FEET
FRONT & SIDE CORNER FOR GARAGE/CARPORT ..... 18.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE 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 FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1= 82.51 TOP OF INLET LOCATED NEAR THE SOUTHWEST CORNER OF LOT 210. N.A.V.D. 88 DATUM
B.M. No. 2= 63.02 TOP OF INLET LOCATED NEAR THE SOUTHWEST CORNER OF LOT 255. N.A.V.D. 88 DATUM
B.M. No. 3= 63.34 TOP OF INLET LOCATED NEAR THE SOUTHWEST CORNER OF LOT 237 OF THIS SUBDIVISION. N.A.V.D. 88 DATUM

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 108,860.27 CUBIC–FEET (2.50 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

7.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.– 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.

10.– EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12.– BETO SALINAS FLORES GROUP, L.L.C. NORBERTO SALINAS, PRESIDENT, THE OWNER & SUBDIVIDER OF VAQUERO ESTATES PHASE IV RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

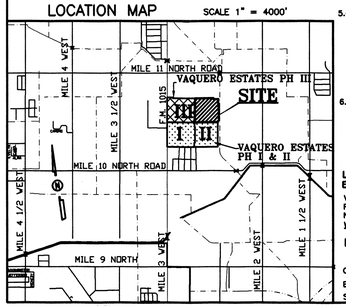
13.– THE DEVELOPER WILL BE RESPONSIBLE FOR THE STREET LIGHT INSTALLATION AS REQUIRED BY THE CITY OF WESLACO.

14.– 4.0' SIDEWALKS ALONG INTERIOR STREETS ARE REQUIRED AT TIME OF BUILDING PERMIT.

15.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

16.– 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 EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATION HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

LOCATION MAP
SCALE 1" = 4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

VAQUERO ESTATES PHASE IV, IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE EAST SIDE OF FM 1015 AND SOUTH OF MILE 11 NORTH ROAD, APPROXIMATELY 1,307.00 FEET SOUTH OF SAID INTERSECTION, APPROXIMATELY 1514 FEET EAST OF F.M. 1015. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 35,670), VAQUERO ESTATES PHASE IV, LIES WITHIN THE 2 MILE ETJ. IT LIES IN PCT. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	BETO SALINAS FLORES GROUP, L.L.C. NORBERTO SALINAS, PRESIDENT	500 E. 9TH STREET	MISSION, TX. 78572	(956)584–5555	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	381–0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SUBDIVISION PLAT OF:

VAQUERO ESTATES PHASE IV

A 39.03 ACRE TRACT OF LAND OUT OF FARM TRACTS 1066 AND 1071, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2370630, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 39.03 ACRE TRACT OF LAND OUT OF FARM TRACTS 1066 AND 1071, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2370630, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE SOUTH LINE OF FARM TRACT 1066 FOR THE SOUTHEAST CORNER OF VAQUERO ESTATES PHASE III (RECORDED IN INSTRUMENT NUMBER 2476517, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS EAST, 1,535.00 FEET FROM THE SOUTHWEST CORNER OF FARM TRACT 1066.

THENCE; NORTH, ALONG THE EAST LINE OF VAQUERO ESTATES PHASE III, A DISTANCE OF 230.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF VAQUERO ESTATES PHASE III AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE EAST LINE OF VAQUERO ESTATES PHASE III, A DISTANCE OF 9.50 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF VAQUERO ESTATES PHASE III AND INTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE EAST LINE OF VAQUERO ESTATES PHASE III, A DISTANCE OF 652.25 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOR AN INTERIOR CORNER OF VAQUERO ESTATES PHASE III AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE EAST LINE OF VAQUERO ESTATES PHASE III, A DISTANCE OF 12.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF VAQUERO ESTATES PHASE III AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE EAST LINE OF VAQUERO ESTATES PHASE III, A DISTANCE OF 180.75 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF VAQUERO ESTATES PHASE III AND INTERIOR CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE EAST LINE OF VAQUERO ESTATES PHASE III, A DISTANCE OF 1.50 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF VAQUERO ESTATES PHASE III AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE EAST LINE OF VAQUERO ESTATES PHASE III, A DISTANCE OF 230.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE SOUTH LINE OF THE JPO ENTERPRISES, INC. TRACT (A TRACT OF LAND OUT OF FARM TRACTS 1066 AND 1071, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1118636, AND CORRECTION SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1129852, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF VAQUERO ESTATES PHASE III AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE SOUTH LINE OF THE JPO ENTERPRISES, INC. TRACT, A DISTANCE OF 1,020.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE SOUTH LINE OF THE JPO ENTERPRISES, INC. TRACT, A DISTANCE OF 46.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE SOUTH LINE OF THE JPO ENTERPRISES, INC. TRACT, A DISTANCE OF 275.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE EAST LINE OF FARM TRACT 1071 FOR THE SOUTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE EAST LINE OF FARM TRACT 1071, A DISTANCE OF 427.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 45°00' E, ALONG THE EAST LINE OF FARM TRACT 1071, A DISTANCE OF 56.57 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE EAST LINE OF FARM TRACT 1071, A DISTANCE OF 670.00 FEET TO A 1/2" IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 45°00' W, ALONG THE EAST LINE OF FARM TRACT 1071, A DISTANCE OF 84.85 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE EAST LINE OF FARM TRACT 1071, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHEAST CORNER OF FARM TRACT 1071 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE; WEST, ALONG THE SOUTH LINE OF FARM TRACTS 1066 AND 1071, A DISTANCE OF 1,295.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 39.03 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VAQUERO ESTATES PHASE III, RECORDED IN INSTRUMENT NUMBER 2476517, MAP RECORDS, HIDALGO COUNTY, TEXAS.

LOT	AREA (S.F.)	AREA (AC.)
206–212	21,780.00	0.500
213	21,827.50	0.501
214–220	23,400.00	0.537
221	21,840.27	0.501
222	27,120.31	0.623
223	21,785.46	0.500
224–231	21,780.00	0.500
232–239	21,781.38	0.500
240–241	22,271.88	0.511
242–257	21,781.38	0.500
258	22,271.87	0.511
259	22,190.88	0.509
260–262	21,780.38	0.500
263	21,870.75	0.502
264–266	21,780.38	0.500

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 45°00'00" W	35.36'
L2	S 45°00'00" E	35.36'

CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
"A"	105°00'00"	50.00'	91.63'

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION. DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED

ALFONSO QUINTANILLA R.P.L.S. No. 4856

7–21–15
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public rood 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 rood 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 9th day of SEPTEMBER, 2016.

BETO SALINAS FLORES GROUP, L.L.C.
NORBERTO SALINAS, PRESIDENT

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF VAQUERO ESTATES PHASE IV WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

INDEX OF SHEETS

SHEET 1
HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, ATTESTATION: CITY MAYOR'S APPROVAL CERTIFICATE: CITY PLANNING CERTIFICATION, HIDALGO COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY JUDGE'S CERTIFICATION: H.C.D.D. No. 1 CERTIFICATION: HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9 CERTIFICATE: HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE: 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
SHEET 3
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, BETO SALINAS FLORES GROUP, L.L.C. NORBERTO SALINAS, PRESIDENT AS OWNER OF THE 39.03 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED VAQUERO ESTATES PHASE IV, 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.

BETO SALINAS FLORES GROUP, L.L.C.
NORBERTO SALINAS, PRESIDENT
500 E. 9TH STREET
MISSION, TX. 78572
TELEPHONE: (956) 584–5555

9–9–16
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared BETO SALINAS FLORES GROUP, L.L.C. NORBERTO SALINAS, PRESIDENT proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 9th day of SEPTEMBER, 2016.

LILIA A. QUINTANILLA
Notary Public, State of Texas
Comm. Expires 07–23–2020
Notary ID 124698679

LILIA A. QUINTANILLA– NOTARY PUBLIC

CITY OF WESLACO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the VAQUERO ESTATES PHASE IV, was reviewed and approved by the City Council of the City of Weslaco on _____.

Mayor of the City of Weslaco — Date

ATTEST: _____
Secretary of the City of Weslaco — Date

CITY OF WESLACO
CERTIFICATE OF PLANNING AND ZONING APPROVAL

I THE UNDERSIGNED CERTIFY that this plat of the VAQUERO ESTATES PHASE IV, was reviewed and approved by the Planning and Zoning of the City of Weslaco on _____.

Chairperson of the City of Weslaco — Date

ATTEST: _____
Secretary of the City of Weslaco — Date

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the VAQUERO ESTATES PHASE IV, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — Date

ATTEST: _____
Hidalgo County Clerk — Date

THIS PLAT IS APPROVED BY THE HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9, DATED THIS _____ DAY OF _____ 20____.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT–OF–WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCID #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITH IN THIS SUBDIVISION. AS WELL, HCCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITH IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
4. HCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER — DATE
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA P.E. No. 95534

9–8–16
DATE

COUNTY CLERK, 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

ACT; A TRACT OF LAND OUT OF FARM TRACTS 1066 AND
S SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED
UNDER COUNTY CLERK'S DOCUMENT NUMBER 1118636,
NTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT
OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE JPO ENTERPRISES, INC. TRACT: A TRACT OF LAND OUT OF FARM TRACTS 1066 AND 1071, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1118636, AND CORRECTION SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1129852, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

EAST LINE OF F.T. 1065

WEST LINE OF F.T. 1070

NORTH LINE OF F.T. 1071

EAST 1020.00'

SOUTH 46.00'

EAST 275.00'

SOUTH 427.00'

S 45°00' E 56.57'

SOUTH 670.00'

S 45°00' W 84.85'

SOUTH 50.00'

WEST 2830.00'

NORTH 652.25'

NORTH 410.75'

EAST 12.00'

NORTH 230.00'

EAST 9.50'

DEVON STREET

ABBEY STREET

ADARE STREET

WESTERN DRIVE

TRUMAN STREET

SPUR ST.

EXIST. DRAIN DITCH

CONCRETE CANAL

EXIST. 2" FLUSH VALVE

EXIST. 8" P.V.C. WATERLINE DR-18

EXIST. 1" DUAL SERV. CONN (TYP.)

FIRE HYDRANT

EXIST. 8" WATERLINE (N.A.W.S.C.)

EXIST. 2" FLUSH VALVE (REMOVED) TIE INTO EXIST. 8" WATERLINE

EXIST. 8"x6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT FLANGE ELEV.=65.25

EXIST. 2" P.V.C. CASING 40.0 LF. (TYP.)

EXIST. 8"x6" M.J. TEE 6" VALVE AND BOX FIRE HYDRANT FLANGE ELEV.=64.90

EXIST. 8" P.V.C. WATERLINE DR-18

EXIST. 2" P.V.C. CASING 40.0 LF.

EXIST. 2" FLUSH VALVE 8" VALVE & BOX

EXIST. 8"x6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT FLANGE ELEV.=65.25

EXIST. 2-8" M.J. 45° BENDS 8" VALVE & BOX

EXIST. 8" TEE 2-8" M.J. 45° BENDS 8" VALVE & BOX

EXIST. 2" P.V.C. CASING 89.0 LF.

EXIST. 2-8" M.J. 45° BENDS 8" VALVE & BOX

EXIST. 3/4" SINGLE SERV. CONN (TYP.)

EXIST. 8" M.J. TEE 2-8" M.J. 45° BENDS 8" VALVE & BOX

EXIST. 8"x6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT FLANGE ELEV.=65.25

EXIST. 2" P.V.C. CASING 40.0 LF. (TYP.)

EXIST. 2" P.V.C. CASING 40.0 LF.

EXIST. 8"x6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT FLANGE ELEV.=65.25

EXIST. 8"x6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT FLANGE ELEV.=65.25

EXIST. 8"x6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT FLANGE ELEV.=65.25

EXIST. 8"x6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT FLANGE ELEV.=65.25

EXIST. 2" P.V.C. CASING 40.0 LF. (TYP.)

VAQUERO ESTATES PHASE IV

A 39.03 ACRE TRACT OF LAND OUT OF FARM TRACTS 1066 AND 1071, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2370630, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR
VAQUERO ESTATES PHASE IV

Vaquero Estates Phase IV is a 39.03 acre tract of land out of Farm Tracts 1066 and 1071, West and Adams Tracts Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Pages 34-37, map records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's lien recorded under County Clerk's Document Number 2370630, official records, Hidalgo County, Texas. The property is located approximately 1307 feet south of Mile 11 North Road and on the east side of F.M. 1015. The site is agriculture. The proposed subdivision will consist of 61 residential.

The tract is Zone "X", "X" (Shaded) and "AE" with a base flood elevation of 64.00 feet as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0450 C, dated on June 6, 2000 with LOMR dated May 30, 2002.

A Conditional Letter of Map Revision based on Fill (CLOMR-F) has been submitted to the Federal Emergency Management Agency for the removal from flood zone "AE". FEMA Case No. 15-06-4163C

This soil is sandy clay loam, fine sandy loam, and 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 runoff flows overland in a northeasterly direction. The existing runoff for the proposed subdivision is Q=13.52 cubic feet per second based on a 10-year storm.

After development the runoff will be Q=38.60 cubic feet per second (25 year storm) for an increase of Q=25.08 cubic feet per second. Detention will be 108,860.27 cubic feet (2.50 acre feet) (based on the City of Weslaco requirements) and will be accomplished by excavating this volume within the existing Hidalgo and Cameron County Irrigation District #9 drain ditch area located on the east of this development. Excess runoff and runoff created by this new development will be directed onto a proposed storm sewer systems consisting of 18", 24", and 36" storm pipes with Type "A" inlets that will discharge into to the existing Hidalgo and Cameron County Irrigation District #9 drain ditch located on the east side of this development.

CERTIFICATION:

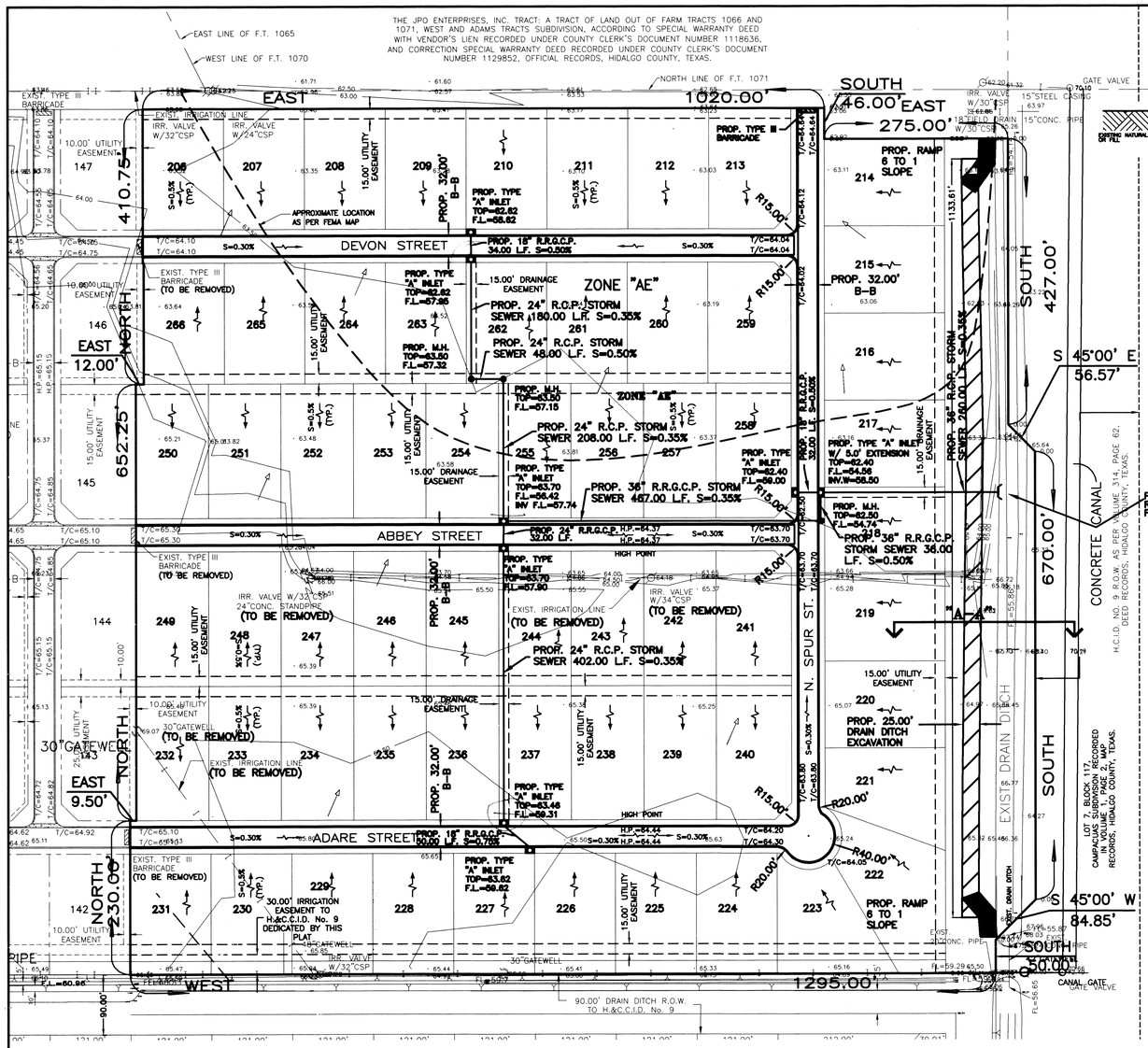
BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "X"-SHADED (AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD, ZONE "X"-UNSHADED (AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD-PLAIN) AND ZONE "AE" (BASE FLOOD ELEVATIONS DETERMINED) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480344 0450 C (L.O.M.R.: MAY 30, 2002) IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS
95534
LICENSED
PROFESSIONAL
ENGINEER

ALFONSO QUINTANILLA P.E. — 3-31-16

ALFONSO QUINTANILLA
P.E. 95534

DATE


THE JPO ENTERPRISES, INC. TRACT: A TRACT OF LAND OUT OF FARM TRACTS 1066 AND 1071, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1118636, AND CORRECTION SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1129852, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
EAST LINE OF F.T. 1065
WEST LINE OF F.T. 1070
NORTH LINE OF F.T. 1071
EAST 1020.00'
SOUTH 46.00' EAST 275.00'
SOUTH 427.00'
S 45°00' E 56.57'
S 45°00' W 84.85'
SOUTH 50.00'
WEST 1295.00'
NORTH 230.00'
NORTH 652.25'
EAST 12.00'
NORTH 410.75'
EAST 9.50'
DEVON STREET
ABBEY STREET
ADARE STREET
ZONE "AE"
PROP. 24" R.C.P. STORM SEWER 180.00 L.F. S=0.35%
PROP. 24" R.C.P. STORM SEWER 48.00 L.F. S=0.50%
PROP. 24" R.C.P. STORM SEWER 208.00 L.F. S=0.35%
PROP. 36" R.R.G.C.P. STORM SEWER 467.00 L.F. S=0.35%
PROP. 24" R.R.G.C.P. STORM 32.00 L.F.
PROP. 36" R.R.G.C.P. STORM SEWER 36.00 L.F. S=0.50%
PROP. 24" R.C.P. STORM SEWER 402.00 L.F. S=0.35%
PROP. 18" R.R.G.C.P. 34.00 L.F. S=0.50%
PROP. 18" R.R.G.C.P. 50.00 L.F. S=0.75%
PROP. 36" R.R.G.C.P. STORM SEWER 240.00 L.F. S=0.35%
PROP. RAMP 6 TO 1 SLOPE
PROP. 25.00' DRAIN DITCH EXCAVATION
PROP. RIP RAP F.L.=53.45
PROP. TYPE III BARRICADE
PROP. TYPE "A" INLET TOP=62.82 F.L.=57.95
PROP. TYPE "A" INLET TOP=62.82 F.L.=58.82
PROP. TYPE "A" INLET TOP=63.70 F.L.=56.42 INV F.L.=57.74
PROP. TYPE "A" INLET W/ 5.0' EXTENSION TOP=62.40 F.L.=54.56 INV.W=58.50
PROP. TYPE "A" INLET TOP=62.40 F.L.=59.00
PROP. TYPE "A" INLET TOP=63.70 F.L.=57.90
PROP. TYPE "A" INLET TOP=63.46 F.L.=59.31
PROP. TYPE "A" INLET TOP=63.62 F.L.=59.82
PROP. M.H. TOP=63.50 F.L.=57.15
PROP. M.H. TOP=63.50 F.L.=57.32
PROP. M.H. TOP=62.50 F.L.=54.74
PROP. 32.00' B-B
EXIST. TYPE III BARRICADE (TO BE REMOVED)
EXIST. IRRIGATION LINE
IRR. VALVE W/32"CSP
IRR. VALVE W/24"CSP
IRR. VALVE W/30"CSP
IRR. VALVE W/34"CSP
24"CONC. STANDPIPE
30"GATEWELL (TO BE REMOVED)
EXIST. IRRIGATION LINE (TO BE REMOVED)
30.00' IRRIGATION EASEMENT TO H.&C.C.I.D. No. 9 DEDICATED BY THIS PLAT
APPROXIMATE LOCATION AS PER FEMA MAP
15.00' UTILITY EASEMENT
15.00' DRAINAGE EASEMENT
10.00' UTILITY EASEMENT
15.00' UTILITY EASEMENT
15.00' DRAINAGE EASEMENT
HIGH POINT
H.P.=64.37
H.P.=64.44
T/C=64.20
T/C=64.30
T/C=64.05
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HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-25-2016

PROPOSED **HACIENDA SAN ROMAN PH. 1** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES.** DEVELOPER: **JACK McCLELLAND**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **75** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **EAST SIDE OF ALAMO ROAD (FM 907) APPROXIMATELY 660.0 FEET SOUTH OF MILE 17 NORTH 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 **8-13-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X SHADED "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY STORM SEWER SYSTEM DISCHARGING TO THE EXISTING HCDD NO. 1 DRAIN DITCH LOCATED ¼ MILE SOUTH OF THE DEVELOPMENT. DETENTION WILL BE ACCOMPLISHED BY WIDENING THE PREVIOUS MENTIONED DRAIN DITCH.**

ROAD R.O.W. DEDICATION: **20.00 FEET ONTO ALAMO ROAD (FM 907)**

H.C.R.O.W. FINAL APPROVAL DATE: **10-03-16** By, **JOE OCHOA** 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: **NAWSC** LINE SIZE: **10"** LOCATION: **ALAMO ROAD (FM 907).**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **ALAMO ROAD (FM 907).**

H.C.O.E.C. FINAL APPROVAL DATE: **10-07-16** : 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.

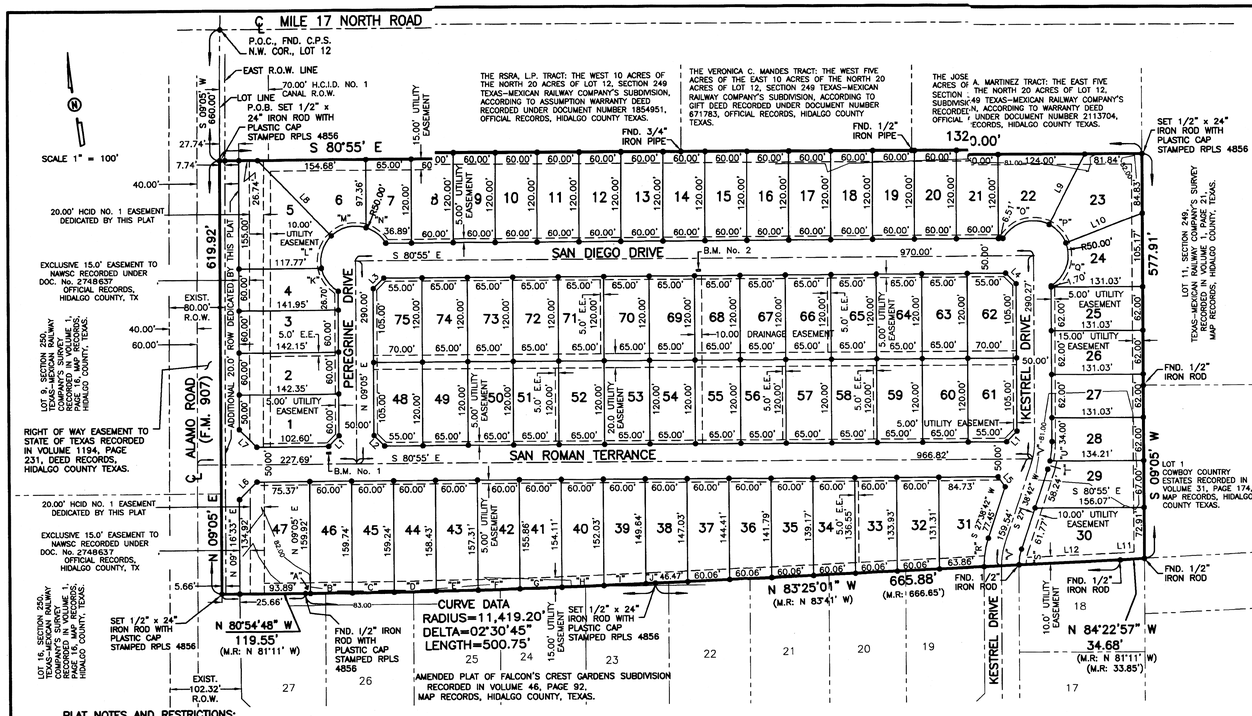
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **03/22/2016**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **EDINBURG**.

☒ **Final Approval** *subject to recommendations other departments*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (SHADED) 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 LEEVES FROM 100-YEAR FLOOD.
COMMUNITY–PANEL NUMBER 480334 0325 D
MAP REVISED: JUNE 6, 2000 (MAY 17, 2001 LOMR)

2.– LEGEND ● – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

3.– SETBACKS:
FRONT: ..... 25.00 FEET
REAR: ..... 20.00 FEET
SIDE SETBACK: ..... 6.00 FEET
GARAGE FRONT: ..... 18.00 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 ALL LOTS. THIS MUST BE STIPULATED ON ALL DEED AND CONTRACTS FOR DEEDS. NO COMMERCIAL USE SHALL BE ALLOWED ON ANY LOTS. APPLICATIONS FOR CONSTRUCTION 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.=80.00 TOP OF TYPE A INLET LOCATED ON THE SOUTHEAST CORNER OF LOT 1 OF HACIENDA SAN ROMAN SUBDIVISION PHASE I. N.A.V.D. 88 DATUM.
B.M. No.2– ELEV.=80.20 TOP OF TYPE A INLET LOCATED ON THE NORTHWEST CORNER OF LOT 68 OF HACIENDA SAN ROMAN SUBDIVISION PHASE I. 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 64,663.79 CUBIC –FEET (1.48 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.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN THE WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION .

11.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12.– 100% OF PARKLAND FEE ($600.00) PER LOT HAS BEEN PAID BY DEVELOPER

13.– A FIVE (5.0') FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG ALAMO ROAD BY DEVELOPER DURING SUBDIVISION CONSTRUCTION.
A FOUR (4.0') FOOT SIDEWALK FOUR (4.0') FEET BEHIND THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE BY LOT OWNER.

14.– ALL WATER AND SANITARY SEWER FEES HAVE BEEN PAID BY DEVELOPER.

15.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

16.– LOTS 1 THROUGH 5 & 47 SHALL NOT HAVE ACCESS ONTO ALAMO ROAD.

17.– 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 RECEIVING A CLEARANCE FOR WATER METER(S).

18.– DEVELOPER WILL BE REQUIRED TO INSTALL 6.0' CHAIN LINK FENCE ABUTTING ALAMO ROAD. BUFFER FENCE WILL NEED TO BE INSTALLED BEFORE FINAL APPROVAL OF PLAT.

19.– E.E. DENOTES ELECTRICAL EASEMENT

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	10260.65	0.24
2	8535.92	0.20
3	8523.83	0.20
4	8107.60	0.19
5	14189.92	0.33
6	10610.26	0.24
7	7400.25	0.17
8–21	7200.00	0.16
22	9997.14	0.23
23	11639.11	0.27
24	9362.93	0.21
25–28	8124.08	0.19
29	9170.49	0.21
30	12586.43	0.29
31	10809.17	0.25
32	7975.76	0.18
33	8132.96	0.18
34	8290.15	0.19
35	8447.35	0.19
36	8604.55	0.19
37	8761.75	0.20
38	8918.82	0.20
39	9068.56	0.21
40	9200.23	0.21
41	9312.95	0.21
42	9406.73	0.22
43	9481.58	0.22
44	9537.50	0.22
45	9574.50	0.22
46	9592.59	0.22
47	15781.32	0.36
48	8287.50	0.19
49–60	7800.00	0.18
61–62	8287.50	0.19
63–74	7800.00	0.18
75	8287.50	0.19

CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
"A"	00°02'07"	11419.20'	7.02'
"B"	00°18'04"	11419.20'	60.00'
"C"	00°18'04"	11419.20'	60.00'
"D"	00°18'04"	11419.20'	60.01'
"E"	00°18'04"	11419.20'	60.01'
"F"	00°18'04"	11419.20'	60.02'
"G"	00°18'04"	11419.20'	60.03'
"H"	00°18'04"	11419.20'	60.04'
"I"	00°18'05"	11419.20'	60.05'
"J"	00°04'05"	11419.20'	13.59'

CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
"K"	48°27'47"	50.00'	42.29'
"L"	57°38'53"	50.00'	50.31'
"M"	61°34'45"	50.00'	53.74'
"N"	42°18'35"	50.00'	36.92'
"O"	87°05'57"	50.00'	76.01'
"P"	41°48'48"	50.00'	36.49'
"Q"	81°05'15"	50.00'	70.76'
"R"	19°03'44"	125.00'	41.59'
"S"	17°43'39"	75.00'	23.21'
"T"	05°37'03"	125.00'	12.26'
"U"	12°56'40"	125.00'	28.24'
"V"	18°33'42"	100.00'	32.40'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 54°05' W	21.21'
L2	N 35°55' W	21.21'
L3	N 54°05' E	21.21'
L4	S 35°55' E	21.21'
L5	S 26°38'09" E	17.51'
L6	N 54°10'46" E	35.41'
L7	N 35°49'14" W	35.30'
L8	N 34°48'21" W	151.20'
L9	N 36°10'57" E	112.88'
L10	S 77°59'45" W	117.23
L11	N 84°22'57" W	34.68'
L12	N 83°25'01" W	145.15'

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M. — GENERAL MANAGER — DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT–OF WAYS AND/OR EASEMENTS.

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS THE 25th DAY OF August , 2015

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 1 RIGHTS–OF–WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 1

SECRETARY — PRESIDENT

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

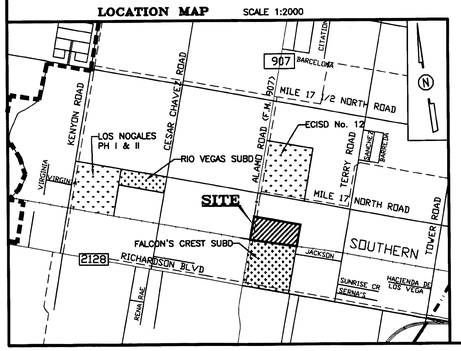
HACIENDA SAN ROMAN SUBDIVISION PHASE I, IS LOCATED IN CENTRAL HIDALGO COUNTY ON EAST SIDE OF ALAMO ROAD, APPROXIMATELY 660.00 FEET SOUTH OF MILE 17 1/2 ROAD. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100), HACIENDA SAN ROMAN SUBDIVISION PHASE I LIES APPROXIMATELY 2.0 MILES FROM THE CITY LIMITS AND IT IS 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:	JOHN J. McCLELLAND, MANAGER OF HACIENDA SAN ROMAN, L.P.	2614 W. FREDDY GONZALEZ	EDINBURG, TX 78539	(956)318–0956	(956)316–4547
ENGINEER:	MARCO A. GONZALEZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

LOCATION MAP

SCALE 1:2000



SUBDIVISION PLAT OF:

HACIENDA SAN ROMAN SUBDIVISION PHASE I

AN 18.33 ACRE TRACT OF LAND OUT OF THE SOUTH 20.0 ACRES LOT 12, SECTION 249, TEXAS–MEXICAN RAILWAY COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2687402 AND DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 274471l OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

AN 18.33 ACRE TRACT OF LAND OUT OF THE SOUTH 20.0 ACRES LOT 12, SECTION 249, TEXAS–MEXICAN RAILWAY COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2687402 AND DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 274471l 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 ON THE WEST LINE OF LOT 12 AND ON THE EAST RIGHT OF WAY LINE OF ALAMO ROAD (F.M. 907) FOR THE SOUTHWEST CORNER OF THE RSRA, L.P. TRACT (THE WEST 10.00 ACRES OF THE NORTH 20.00 ACRES OF LOT 12, SECTION 249, TEXAS–MEXICAN RAILWAY COMPANY'S SUBDIVISION, ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1854951, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT, SAID ROD BEARS S 09°05' W, 660.00 FEET FROM THE NORTHWEST CORNER OF LOT 12.

THENCE; S 80°55' E, ALONG THE SOUTH LINE OF THE RSRA, L.P. TRACT, THE SOUTH LINE OF THE VERONICA C. MANDES TRACT (THE WEST 5.00 ACRES OF THE EAST 10.00 ACRES OF THE NORTH 20.00 ACRES OF LOT 12, SECTION 249, TEXAS–MEXICAN RAILWAY COMPANY'S SUBDIVISION, ACCORDING TO GIFT DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 671783, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE SOUTH LINE OF THE JOSE A. MARTINEZ TRACT (THE EAST 5.00 ACRES OF THE NORTH 20.00 ACRES OF LOT 12, SECTION 249, TEXAS–MEXICAN RAILWAY COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2133704, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF LOT 12 FOR THE SOUTHEAST CORNER OF THE JOSE A. MARTINEZ TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°05' W, ALONG THE EAST LINE OF LOT 12, A DISTANCE OF 577.91 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION (RECORDED IN VOLUME 46, PAGE 92, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 84°22'57" W (MAP RECORD: N 81°11' W), ALONG THE NORTH LINE OF FALCON'S CREST GARDENS SUBDIVISION, A DISTANCE OF 34.68 FEET (MAP RECORD: 33.85 FEET) TO A 1/2" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 83°25'01" W (MAP RECORD: N 83°41' W), ALONG THE NORTH LINE OF THE AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION, A DISTANCE OF 665.88 FEET (MAP RECORD: 666.65 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE NORTH LINE OF THE AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION AND A CURVE TO THE RIGHT (CURVE DATA: DELTA = 02°30'45", RADIUS = 11,419.20 FEET), A DISTANCE OF 500.75 FEET TO A 1/2" IRON ROD FOUND FOR EXTERIOR CORNER OF THIS TRACT.

THENCE; N 80°54'48" W (MAP RECORD: N 81°11' W), ALONG THE NORTH LINE OF THE AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION, A DISTANCE OF 119.55 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF LOT 12 AND ON THE EAST RIGHT OF WAY LINE OF ALAMO ROAD FOR THE NORTHWEST CORNER OF THE AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°05' E, ALONG THE WEST LINE OF LOT 12 AND THE EAST RIGHT OF ALAMO ROAD (F.M. 907), A DISTANCE OF 619.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.33 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION, RECORDED IN VOLUME 46, PAGE 92, 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 9TH DAY OF JUNE 20 15 .

REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856 STATE OF TEXAS

ALFONSO QUINTANILLA 4856 REGISTERED 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 thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1984 and the regulations issued pursuant thereto for so long as the easement continues to be used for the some 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 29th day of August 2016

JOHN J. McCLELLAND, MANAGER OF HACIENDA SAN ROMAN, L.P.
2614 W. FREDDY GONZALEZ
EDINBURG, TX 78539

8-29-16 DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JOHN J. McCLELLAND, MANAGER OF HACIENDA SAN ROMAN, L.P. AS OWNER OF THE 18.33 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED HACIENDA SAN ROMAN SUBDIVISION PHASE I HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

JOHN J. McCLELLAND, MANAGER OF HACIENDA SAN ROMAN, L.P.
2614 W. FREDDY GONZALEZ
EDINBURG, TX 78539
(956)318–0956

8-29-16 DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared JOHN J. McCLELLAND, MANAGER OF HACIENDA SAN ROMAN, L.P.

proved to me through his 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 29th day of August , 2016

LILIA A. QUINTANILLA
Notary Public, State of Texas
Comm. Expires 07–23–2020
Notary ID 124998878

LILIA A. QUINTANILLA– NOTARY PUBLIC

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 HACIENDA SAN ROMAN SUBDIVISION PHASE I 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

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the HACIENDA SAN ROMAN SUBDIVISION PHASE I 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.

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 WATER FACILITIES WILL BE CONSTRUCTED AT A COST OF $ 119,850.00.

SEWAGE FACILITIES: SEWER SERVICE CONNECTIONS ARE ESTIMATED TO COST $ 194,525.00 FOR THE SUBDIVISION. IN ADDITION, THE SUBDIVIDER HAS PAID $ 6,750.00 TO THE CITY OF EDINBURG TO COVER THE COST OF THE SEWER TAPPING FEES.

DATED THIS THE 19 DAY OF Aug 2016

LICENSED PROFESSIONAL ENGINEER
No. 120016 STATE OF TEXAS

MARCO A. GONZALEZ 120016 LICENSED PROFESSIONAL ENGINEER

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

INDEX TO SHEETS

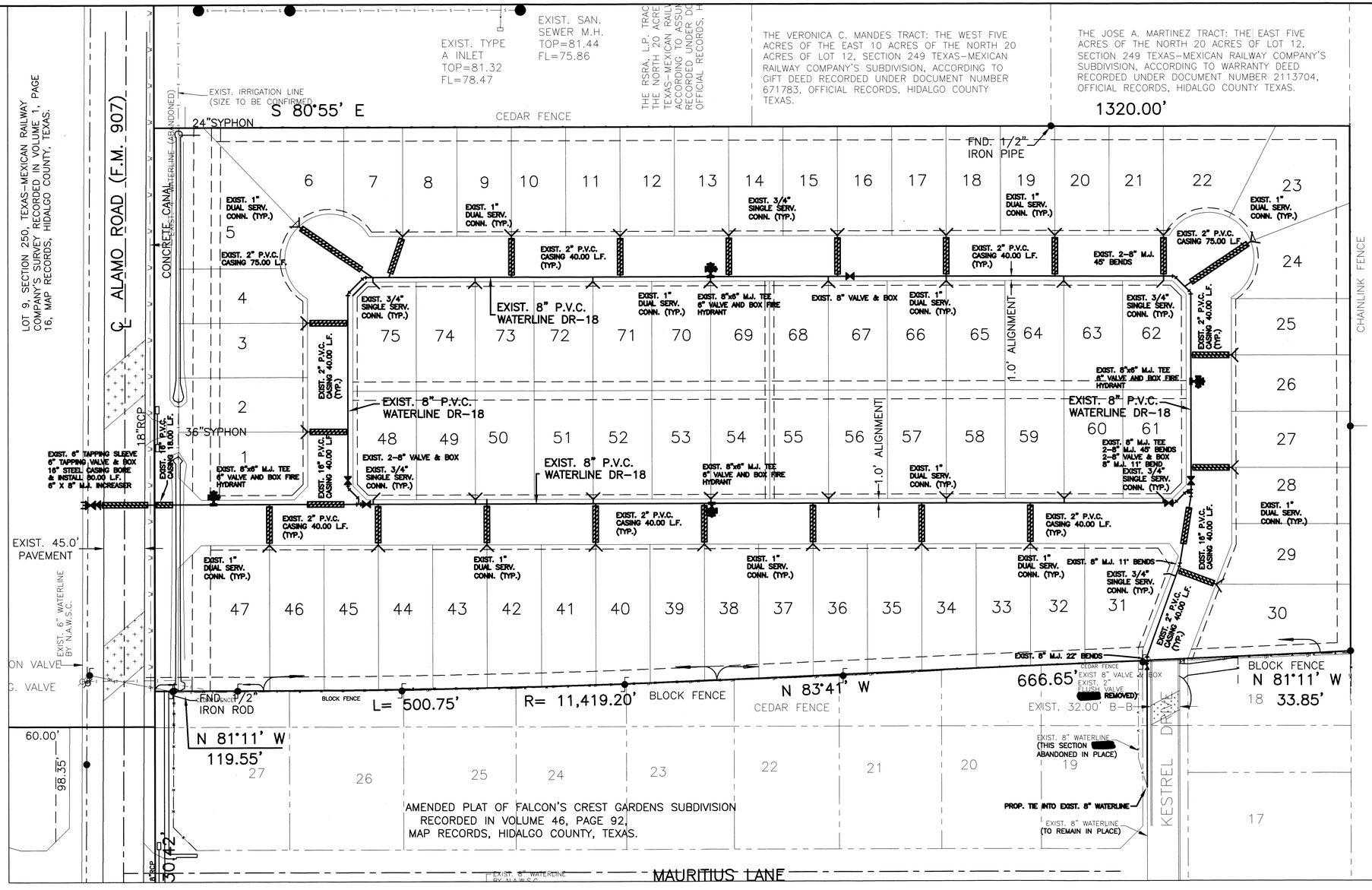
SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: CITY APPROVAL CERTIFICATE: MAYOR'S CERTIFICATE, PLANNING & ZONING CERTIFICATE, N.A.W.S.C. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.I.D.D. No. 1 CERTIFICATION, H.C.I.D. No. 1 CERTIFICATION, REVISION NOTES.

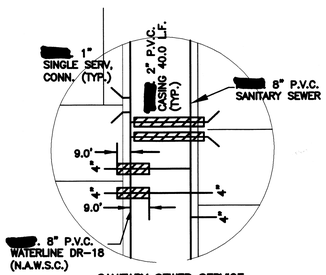
SHEET 2.– ENGINEERING REPORT, INCL

HACIENDA SAN ROMAN
SUDIVISION PHASE I
WATER DISTRIBUTION SYSTEM LAYOUT

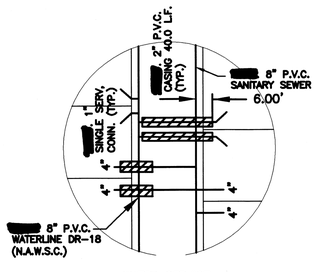
JOB NO.	
DATE	JUNE 10, 2015
REVISION	
SCALE	1"=50'
DRAWN BY	AG
SHEET	

SCALE 1" =60'

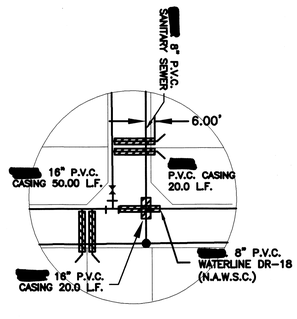




SANITARY SEWER SERVICE CONNECTION CROSSING @ WATERLINES (TYPICAL)



WATER SERVICE CONNECTION CROSSING @ SEWER LINES (TYPICAL)



WATERLINE AND SANITARY SEWER CROSSING (TYPICAL)

NOTE:

1.- WATERLINE CASING @ SANITARY SEWER CROSSING SHALL BE EXTENDED 9.0' BEYOND SEWER LINE

2.- ALL WATERLINE SERVICES CONNECTIONS CASINGS SHALL HAVE A 1.00' GAP FROM LOT LINE AT SANITARY SEWER CROSSING

3.- SANITARY SERVICE CASING @ WATERLINE CROSSING SHALL BE PLUG AT BOTH ENDS WITH 1/2 GROUT -1/2 SAND MIXTURE.

LEGEND

- = FIRE HYDRANT
- = GUY WIRE
- = POWER POLE
- = MAILBOX
- = WATER METER
- = WATER VALVE
- = SIGN
- = SERVICE POLE
- = TEL BOX
- = ELECT BOX
- = GAS METER
- = GAS MARKER
- = GAS VALVE
- = TRANSMISSION POLE
- = TRAFFIC CONTROL BOX
- = GAS SERVICE

AS BUILTS:
9/22/2016

FILENAME F:\DATA\SUBDIVS\EDINBURG\HACIENDA LA ROMA\WATER			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JUNE 10, 2015	AG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MARCO A. GONZALEZ 120016 LICENSED PROFESSIONAL ENGINEER

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

HACIENDA SAN ROMAN
SUBDIVISION PHASE I
SANITARY SEWER
COLLECTION LAYOUT

JOB NO.	
DATE	JUNE 10, 2015
REVISION	
SCALE	1"=50'
DRAWN BY	AG
SHEET	

SCALE 1" =60'

MATCHLINE

EXIST. CUT & REPAIR ASPHALT DRIVE
REMOVE & RE-INSTALL
CULVERT (PIPE & SET)

COV CONC AREA
ASPHALT DRIVE
GATE
WATER WELL
30"STAND PIPE
EXIST. 80.00' R.O.W.
BLOCK RESTROOM
EXIST. M.H. TOP=80.80 FL=69.67
WOOD FENCE
ASPHALT DRIVE GATE
12" IRR VENT TOP=81.15 FL=78.36
40.00'
60.00'
HOG WIRE FENCE
EXIST. FIBER OPTIC LINE
℄ ALAMO ROAD (F.M. 907)
EXIST. 6" WATERLINE (NAWSC) (LOCATION TO BE VERIFIED)
IRRIGATION VALVE
IRRIG. VALVE

EXIST. TYPE A INLET TOP=81.49 FL=78.46
EXIST. TYPE A INLET TOP=81.46 FL=78.29
EXIST. SAN. SEWER M.H. TOP=81.44 FL=75.86
EXIST. SAN. SEWER M.H. TOP=81.98 FL=
EXIST. SAN. SEWER M.H. TOP=81.59 FL=
EXIST. TYPE A INLET TOP=81.32 FL=78.47
CONCRETE BASE
EXIST. 10" SANITARY SEWER LINE SDR-26, 300.00 L.F. S=0.25%
EXIST. IRRIGATION LINE (SIZE TO BE CONFIRMED)
3.93'
S 80°55' E
CEDAR FENCE
24"SYPHON
EXIST. 10" SANITARY SEWER LINE SDR-26, 450.00 L.F. S=0.25%
18"RCP
CONCRETE CANAL
36"SYPHON
EXIST. 8" SANITARY SEWER LINE SDR-26, 330.00 L.F. S=0.33%
EXIST. 16" PVC CASING 20.0 LF
EXIST. M.H. TOP=82.00 INV E=72.11 FL=70.80
EXIST. M.H. TOP=80.00 FL=72.88
EXIST. 8" SANITARY SEWER LINE SDR-26, 172.00 L.F. S=0.33%
EXIST. 8" SANITARY SEWER LINE SDR-26, 492.00 L.F. S=0.33%
EXIST. M.H. TOP=80.30 FL=74.30
EXIST. 8" SANITARY SEWER LINE SDR-26, 518.00 L.F. S=0.33%
EXIST. 8" SANITARY SEWER LINE SDR-26, 130.00 L.F. S=0.33%
EXIST. CLEAN OUT TOP=82.00 FL=76.44
FND. 1/2" IRON ROD
BLOCK FENCE
N 81°11' W 33.85'
666.65'
EXIST. 2" FLUSH VALVE 8" VALVE & BOX
EXIST. 32.00' B-B
L= 500.75'
R= 11,419.20'
N 83°41' W
BLOCK FENCE
CEDAR FENCE
N 81°11' W 119.55'
CHAINLINK FENCE

EXIST. M.H. TOP=80.30 FL=73.77
EXIST. M.H. TOP=80.30 FL=75.48
EXIST. M.H. TOP=80.50 FL=77.10
EXIST. M.H. TOP=81.35 FL=76.01
EXIST. 8" SANITARY SEWER LINE SDR-26, 520.00 L.F. S=0.33%
EXIST. 8" SANITARY SEWER LINE SDR-26, 490.00 L.F. S=0.33%
EXIST. 8" SANITARY SEWER LINE SDR-26, 330.00 L.F. S=0.33%
EXIST. 16" PVC CASING 20.0 LF

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75

60.00' 60.00' 60.00' 60.00' 60.00'
192 98.35' 193 98.35' 194 98.35' 195 98.35'
60.00'
50.00'

AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION
RECORDED IN VOLUME 46, PAGE 92,
MAP RECORDS, HIDALGO COUNTY, TEXAS.

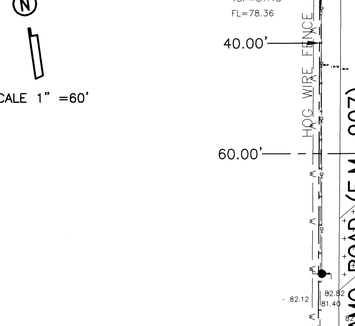
THE RSRA, L.P. TRACT: THE WEST THE NORTH 20 ACRES OF LOT 12 TEXAS-MEXICAN RAILWAY COMPANY ACCORDING TO ASSUMPTION WARR RECORDED UNDER DOCUMENT NUM OFFICIAL RECORDS, HIDALGO COU

THE VERONICA C. MANDES TRACT: THE WEST FIVE ACRES OF THE EAST 10 ACRES OF THE NORTH 20 ACRES OF LOT 12, SECTION 249 TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, ACCORDING TO GIFT DEED RECORDED UNDER DOCUMENT NUMBER 671783, OFFICIAL RECORDS, HIDALGO COUNTY TEXAS.

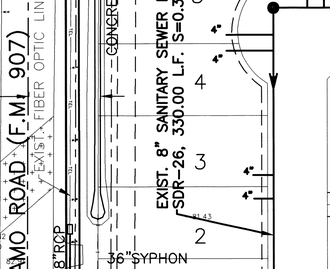
THE JOSE A. MARTINEZ TRACT: THE EAST FIVE ACRES OF THE NORTH 20 ACRES OF LOT 12, SECTION 249 TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2113704, OFFICIAL RECORDS, HIDALGO COUNTY TEXAS.

1320.00'

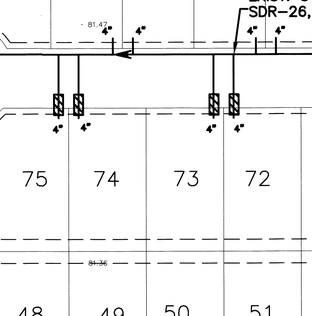
THE LETICIA ANN ALAMIA TRACT: REMAINDER OF THE SOUTH 20.00 ACRES OF LOT 12, SECTION 249, TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION ACCORDING TO DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 620361, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



SANITARY SEWER SERVICE
CONNECTION CROSSING @ WATERLINES
(TYPICAL)



WATER SERVICE
CONNECTION CROSSING @ SEWER LINES
(TYPICAL)



WATERLINE AND SANITARY SEWER CROSSING

(TYPICAL)

NOTE:

1.- WATERLINE CASING @ SANITARY SEWER CROSSING SHALL BE EXTENDED 9.0' BEYOND SEWER LINE

2.- ALL WATERLINE SERVICES CONNECTIONS CASINGS SHALL HAVE A 1.00' GAP FROM LOT LINE AT SANITARY SEWER CROSSING

3.- SANITARY SERVICE CASING @ WATERLINE CROSSING SHALL BE PLUG AT BOTH ENDS WITH 1/2 GROUT -1/2 SAND MIXTURE.

LEGEND

- = FIRE HYDRANT
- = GUY WIRE
- = POWER POLE
- = MAILBOX
- = WATER METER
- = WATER VALVE
- = SIGN
- = SERVICE POLE
- = TEL BOX
- = ELECT BOX
- = GAS METER
- = GAS MARKER
- = GAS VALVE
- = TRANSMISSION POLE
- = TRAFFIC CONTROL BOX
- = GAS SERVICE

AS BUILTS:
9/22/2016

FILENAME =F:\DATA\SUBDIVS\EDINBURG\HACIENDA LA ROMA\WATER			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JUNE 10, 2015	AG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MARCO A. GONZALEZ 120016 LICENSED PROFESSIONAL ENGINEER

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
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FAX 956-381-0527
office@qhaengineering.com
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

EXIST. 4" WATERLINE (NAWSC)
(LOCATION TO BE VERIFIED)

HOG WIRE FENCE

POWER POLE WITH LIGHT
3-3"PLASTIC PIPES

EXIST. M.H.
TOP=81.42
FL=67.92

EXIST.. BORE & INSTALL
21" STEEL CASING 80.0 L.F.

GATE
12" IRR VENT
VENT PIPE
POWER POLE WITH LIGHT

2.58'
0.90'

EXIST. 12"WATERLINE (NAWSC)

PEDESTRIAN CROSSING LIGHT

CONCRETE SLAB
TRAFFIC CONTROL PANEL

15.00' DRAINAGE EASEMENT

EXIST. TIE INTO
EXIST. MH
EXIST. SAN.
SEWER M.H.
TOP=81.34
E FL=66.89
S FL=72.44

EXIST. 4" VALVE & BOX
4"WATER METER
EXIST 12" M.J.
12" PLUG EAST

CHAINLINK FENCE

CONCRETE VAULT

EXIST. 10" SANITARY SEWER LINE
SDR-26, 41.00 L.F. S=0.25%

EXIST.. TEMP.
75.00' FENCING

IRRIGATION LINE
CROSSING

EXIST. STORM
M.H.
TOP=81.85
FL=78.15

EXIST. SAN.
SEWER M.H.
TOP=81.40
FL=66.16

EXIST. 12" SEWER LINE

EXIST. M.H.
TOP=82.00
FL=66.99

EXIST. 24" IRRIGATION LINE

EXIST. 2-16" PVC
CASING-20.0 LF EACH

EXIST. 10" SANITARY
SEWER LINE
SDR-26, 370.00 L.F.
S=0.25%

EXIST.. TEMP.
32.62' FENCING

NAWSC EXCLUSIVE
EASEMENT
20.00'

℄ MILE 17 NORTH ROAD

EXIST. 12" P.V.C. WATERLINE DR 18

CONCRETE SIDEWALK

48"GATEWELL
TOP=88.98
24"RCP OUT NORTH FL=77.50
24"RCP IN SOUTH FL=76.13
UNKNOWN SIZE-WEST TOP OF
IRRIGATION LINE 78.23

12" TEE
12" VALVE & BOX
12" M.J. PLUG
12" P.V.C. CASING
60.0 L.F.

EXIST. 4" WATERLINE (NAWSC)

CONCRETE BASE

EXIST. SECTION OF FENCE
REMOVED AND
REINSTALLED TO ORIGINAL
CONDITION.

EXIST. TYPE
A INLET
TOP=80.79
FL=

EXIST. TYPE
A INLET
TOP=80.82
FL=78.08

EXIST. TYPE
A INLET
TOP=80.96
FL=

EXIST. ALIGNMENT SEWER LINE 3-17-2016

TRAFFIC SIGNAL BOX

TELEPHONE MANHOLE

EXIST. REPAIR CALICHE DRIVE
REMOVE & INSTALL
CULVERT (PIPE & SET)

18"RCP

EXIST. CALICHE DRIVE

IRRIGATION VALVE
WITH 30"CONC. STANDPIPE

4" SEWER SERVICE CONN.

EXIST. 10" SANITARY SEWER LINE
SDR-26, 400.00 L.F. S=0.25%

2.75'
1.08'

EXIST.. ALIGNMENT SEWER LINE 3-17-2016

EXIST. 4" WATERLINE (NAWSC)
ABANDONED

EXIST EAST ROW LINE

EXIST. 80.0' ROW

EXIST. M.H.
TOP=81.00
FL=68.92

HOG WIRE FENCE

EXIST. FIBER OPTIC LINE

6'CEDAR FENCE

EXIST. 10" SANITARY SEWER LINE
SDR-26, 300.00 L.F. S=0.25%

MATCHLINE

EXIST. CUT & REPAIR ASPHALT DRIVE
REMOVE & RE-INSTALL
CULVERT (PIPE & SET)

COV CONC AREA

EXIST. SAN.
SEWER M.H.
TOP=80.99
FL=74.38

EXIST. TYPE
A INLET
TOP=81.49
FL=78.46

EXIST. TYPE
A INLET
TOP=81.46
FL=78.29

AS BUILTS:
9/22/2016

LEGEND

- = FIRE HYDRANT
- = GUY WIRE
- = POWER POLE
- = MAILBOX
- = WATER METER
- = WATER VALVE
- = SIGN
- = SERVICE POLE
- = TEL BOX
- = ELECT BOX
- = GAS METER
- = GAS MARKER
- = GAS VALVE
- = TRANSMISSION POLE
- = TRAFFIC CONTROL BOX
- = GAS SERVICE

SCALE 1" =30'

THE WEST 10 ACRES OF
OF LOT 12, SECTION 249
Y COMPANY'S SUBDIVISION,
TION WARRANTY DEED
UMENT NUMBER 1854951,
ALCO COUNTY TEXAS.

FILENAME: (F:\DATA\SUBDIVS\EDINBURG\HACIENDA LA ROMA\WATER			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JUNE 10, 2015	AG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

JOB NO.
DATE JUNE 10, 2015
REVISION
SCALE 1"=30'
DRAWN BY MG
SHEET

HACIENDA SAN ROMAN SUBDIVISION PHASE I

OFFSITE SEWER LAYOUT

MARCO A. GONZALEZ 120016 LICENSED PROFESSIONAL ENGINEER

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
office@qhengineering.com
SURVEYING REGISTRATION NUMBER 100411-00

. 24" R.R.G.C.P. IRRIGATION LINE

. TIE INTO EXIST. IRRIGATION LINE W/ CONC. COLLAR

S 80°55' E 1320.00'

SCALE 1" =60'

EXIST. 40.0' R.O.W.

60.00

20'

FUTURE ROW LINE

EXIST ROW LINE

EXIST. 45.00' PAVEMENT

℄ ALAMO ROAD (F.M. 907)

619.92'

CONCRETE CANAL

EXIST. CONC. CANAL REMOVED AND LEVELED TO ELEV.= 82.50 BACKFILLED & COMPACTED TO 95% DENSITY

. 24" R.R.G.C.P. IRRIGATION LINE

CEDAR FENCE

CEDAR FENCE

BLOCK FENCE

. TYPE "A" INLET TOP=80.20 F.L.=76.70

. TYPE "A" INLET TOP=80.00 F.L.=75.05

. TYPE "A" INLET TOP=80.20 F.L.=76.50

. TYPE "A" INLET TOP=80.75 F.L.=76.33

. TYPE "A" INLET TOP=80.75 F.L.=76.13

. TYPE "A" INLET TOP=80.00 F.L.=75.25

. 18" R.R.G.C.P. STORM SEWER (CLASS III) 32.00 L.F. S=0.63 Q=9.02

. 24" R.R.G.C.P. STORM SEWER (CLASS III) 245.0 L.F. S=0.15% Q=9.51

. 30" R.R.G.C.P. STORM SEWER (CLASS III) 510.0 L.F. S=0.20% Q=19.92

. 18" R.R.G.C.P. STORM SEWER (CLASS III) 42.00 L.F. S=0.63 Q=9.02

. 18" R.R.G.C.P. STORM SEWER (CLASS III) 32.00 L.F. S=0.63 Q=9.02

. 30" R.R.G.C.P. STORM SEWER (CLASS III) 140.0 L.F. S=0.27% Q=23.14

PROP. 32.00' B-B

32.00' B-B

EXIST. 32.00' B-B

EXIST. 32.00' B-B

EXIST. 40.0' R.O.W.

EXIST. DRIVEWAY & RCP TO BE REMOVED

. 18" R.C.P. W/ SAFETY END TREATMENTS 48.0 L.F. (64.0 L.F. TOTAL)

18"RCP

130' SIPHON

. 30" R.R.G.C.P. STORM SEWER (CLASS III) 40.0 L.F. S=0.27% Q=23.14

. M.H TOP=82.00 F.L.=74.33

. 36" STEEL CASING-100.00 L.F. 30" HP STORM SEWER-100.0 L.F. BORE & INSTALL 80.00 L.F.

PROP. 15.0' DRAINAGE EASEMENT TO H.C.D.D. No. 1 RECORDED UNDER COUNTY CLERK DOCUMENT No. OFFICIAL RECORDS, HIDALGO COUNTY TX

FUTURE 15.0' N.A.W.S.C. EASEMENT

IRRIGATION VALVE

IRRIG. VALVE

IRRIGATION VALVE

N 09°05' W

. H.C. RAMPS

. TIE INTO EXIST. IRRIGATION LINE W/ CONC. COLLAR

N 80°54'48" W 119.55'

R= 11,419.20'
D= 02°30'45"
L= 500.75'

N 83°25'01" W 665.88'

N 84°22'57" W 34.68'

S 09°05' W

577.91'

CHAINLINK FENCE

BARB WIRE FENCE

THE LETICIA ANN ALAMIA TRACT: REMAINDER OF THE SOUTH 20.00 ACRES OF LOT 12, SECTION 46, LA BLANCA GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 68, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ALSO BEING THE SAME PROPERTY CONVEYED TO HACIENDA SAN ROMAN, LLC BY SPECIAL WARRANTY DEED DATED JUNE 30, 2015 AND RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 620361, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION RECORDED IN VOLUME 46, PAGE 92, MAP RECORDS, HIDALGO COUNTY, TEXAS.

EXIST. 20.0' H.C.I.D. No. 1 EASEMENT

EXIST. 24" R.R.G.C.P. IRRIGATION LINE

MAURITIUS LANE

PEREGRINE DRIVE

PIGEON DRIVE

KESTREL DRIVE

EXIST. 5.0' SIDEWALK

. 30" R.R.G.C.P. STORM SEWER (CLASS III) 765.0 L.F. S=0.27% Q=23.14

. M.H TOP=82.00 F.L.=72.28

MATCHLINE

AS-BUILTS 9/26/16

FILENAME :F:\DATA\SUBDIVS\EDINBURG\HACIENDA LA ROMA\WATER			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JUNE 10, 2015	AG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

JOB NO. JUNE 10, 2015
DATE
REVISION
SCALE 1"=50'
DRAWN BY AG
SHEET

HACIENDA SAN ROMAN SUBDIVISION PHASE I

PAVING & DRAINAGE LAYOUT

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

HAROLD A. GONZALEZ
LICENSED PROFESSIONAL ENGINEER
120016

MATCHLINE

. M.H
TOP=82.00
F.L.=72.28

. 30" R.R.G.C.P. STORM SEWER (CLASS III) 410.0 L.F.
S=0.27% Q=23.14

EXIST. 45.00' PAVEMENT

. 15.0' DRAINAGE EASEMENT TO H.C.D.D. No. 1 RECORDED UNDER COUNTY CLERK DOCUMENT No. OFFICIAL RECORDS, HIDALGO COUNTY TX

FUTURE 15.0' N.A.W.S.C. EASEMENT

SCALE 1" =60'

. M.H
TOP=82.00
F.L.=71.17

EXIST. 24" DRAIN LINE . TIED INTO PROP. M.H.

. 30" R.R.G.C.P. STORM SEWER (CLASS III) 255.0 L.F.
S=0.27% Q=23.14

. 30" R.R.G.C.P. STORM SEWER (CLASS III) 40.0 L.F.
S=0.27% Q=23.14

. M.H
TOP=82.00
F.L.=70.48

RICT NO. 1 R.O.W.

36" SYPHON

36" STEEL CASING-120.00 L.F.
30" HP STORM SEWER-120.0 L.F.
BORE & INSTALL 100.00 L.F.

36"RCP

. M.H
TOP=82.00
F.L.=70.12

EXIST. 18" RCP RECONNECTED TO MH

EXIST. 24" RCP F.L.=70.09

. CONC COLLAR
. 24" H.P.P. STORM SEWER
40.0 L.F.
. RIP RAP-FL=70.00

*AREA TO BE FILLED
ELEV.-85.50
EXIST. DRAIN DITCH . CLEARED, BACKFILLED & COMPACTED TO 95% DENSITY

. RIP-RAP
F.L.=70.06

GATE VALVE

CONCRETE LINE CANAL

48" H.P.P. STORM SEWER (CLASS III) 40.0 L.F. S=0.14%

(TO BE SUPPLIED BY H.C.D.D. No.1)

. 22.0' DRAIN DITCH EXCAVATION
560.00'

30.00' RAMP

F.L.=70.0

SHUNIOR DRAIN

"A-A"

"B-B"

100.0' EXIST. DRAIN DITCH R.O.W.
H.C.D.D. No. 1

80.0' H.C.I.D. No. 1
CANAL R.O.W.

EXIST. 5.0' SIDEWALK

EXIST. 40.0' R.O.W.

EXIST. 60.00' R.O.W.

EXIST. ROW LINE

FUTURE ROW LINE

EAST ROW LINE

WOOD FENCE

BLOCK FENCE

18"RCP

STOP

TEL MARKER SBC

14' ASPHALT DRIVE

C ALAMO ROAD (F.M. 907)

PEREGRINE

PIGE

AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION
RECORDED IN VOLUME 46, PAGE 92,
MAP RECORDS, HIDALGO COUNTY, TEXAS.

FALCON CREST LANE

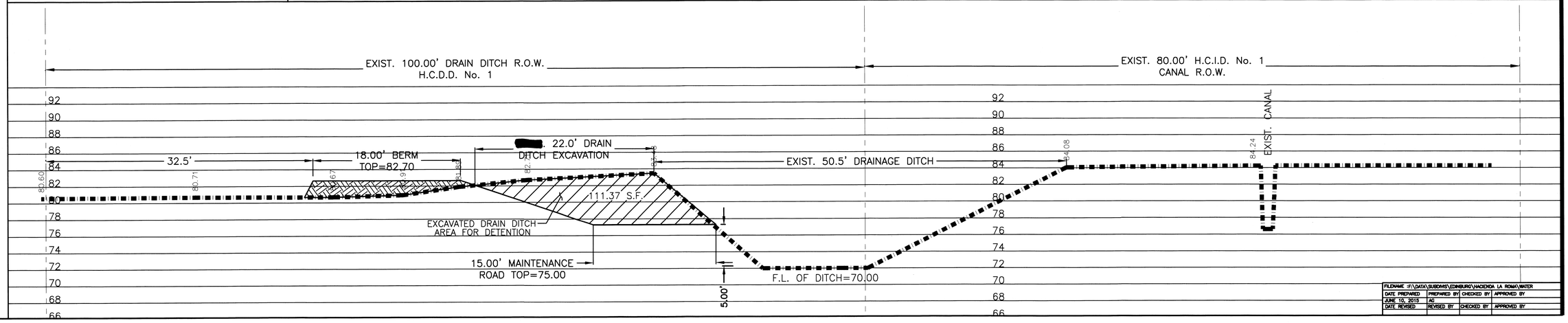
C RICHARDSON BLVD. (FM 2128)

AS-BUILTS
9/26/16

LEGEND
= FIRE HYDRANT
= GUY WIRE
= POWER POLE
= MAILBOX
= WATER METER
= WATER VALVE
= SIGN
= SERVICE POLE
= TEL BOX
= ELECT BOX
= GAS METER
= GAS MARKER
= GAS VALVE
= TRANSMISSION POLE
= TRAFFIC CONTROL BOX
= GAS SERVICE

LEGEND
TOTAL REQUIRED - 64,663.79 C.F.
TOTAL DETENTION- 65,708.30 C.F.

CROSS SECTION "A-A"



FILENAME = I:\DATA\SUBDIMS\EDINBURG\HACIENDA LA ROMA\WATER			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JUNE 10, 2015	AG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

JOB NO.
DATE JUNE 10, 2015
REVISION
SCALE 1"=50'
DRAWN BY AG
SHEET

HACIENDA SAN ROMAN SUBDIVISION PHASE I
OFFSITE PAVING & DRAINAGE LAYOUT

3-22-17

MARCO A. GONZALEZ
103158
LICENSED
PROFESSIONAL
ENGINEER
120016

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
office@qhengineering.com
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

HACIENDA SAN ROMAN SUBDIVISION PHASE I
IRRIGATION RELOCATION LAYOUT

10-23-15

JOB NO. ____
DATE JUNE 10, 2015
REVISION ____
SCALE 1"=50'
DRAWN BY AG
SHEET ____

SCALE 1" =60'

EXIST. SAN. SEWER M.H. TOP=81.98 FL=77.03

EXIST. SAN. SEWER M.H. TOP=81.59 FL=

TOP=81.49 FL=78.46

TOP=81.46 FL=78.29

EXIST. SAN. SEWER M.H. TOP=81.44 FL=75.86

EXIST. IRRIGATION LINE (SIZE TO BE CONFIRMED

[redacted]. TIE INTO EXIST. IRRIGATION LINE W/ CONC. COLLAR

24"SYPHON EXIST. STUB OUT [redacted] REMOVED

EXIST. TYPE A INLET TOP=81.32 FL=78.47

THE RGRA, L.P. TRACT: THE WEST FIVE ACRES OF THE NORTH 20 ACRES OF LOT 12, SECTION 249 TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2113705, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE VERONICA C. MANDES TRACT: THE WEST FIVE ACRES OF THE EAST 10 ACRES OF THE NORTH 20 ACRES OF LOT 12, SECTION 249 TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, ACCORDING TO GIFT DEED RECORDED UNDER DOCUMENT NUMBER 671783, OFFICIAL RECORDS, HIDALGO COUNTY TEXAS.

THE JOSE A. MARTINEZ TRACT: THE EAST FIVE ACRES OF THE NORTH 20 ACRES OF LOT 12, SECTION 249 TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2113704, OFFICIAL RECORDS, HIDALGO COUNTY TEXAS.

1320.00'

S 80°55' E

CEDAR FENCE

CEDAR FENCE

BLOCK FENCE

EXIST. CONC. CANAL [redacted] REMOVED AND LEVELED TO ELEV.- 82.50 BACKFILLED & COMPACTED TO 95% DENSITY

[redacted]. 24" P.V.C. SCH 80 IRRIGATION LINE 600.00 L.F.

[redacted]. 24" P.V.C. SCH 100 IRRIGATION LINE 32.00 L.F.

36"SYPHON [redacted] REMOVED

C ALAMO ROAD (F.M. 907)

EXIST. CONCRETE CANAL

EXIST. 45.00' PAVEMENT

PROP. 5.00' CONC. SIDEWALK

EXIST. DRIVEWAY & RCP TO BE REMOVED

PROP. 18" R.C.P. W/ SAFETY END TREATMENTS 48.0 .L.F. (64.0 .L.F. TOTAL)

PROP. M.H TOP=82.00 FL=74.19 PROP. H.H RAMPS

IRRIGATION VALVE

IRRIG. VALVE

PROP. TYPE "A" INLET TOP=80.00 F.L.=74.55

PROP. TYPE "A" INLET TOP=80.20 F.L.=76.20

PROP. TYPE "A" INLET TOP=80.20 F.L.=76.00

PROP. TYPE "A" INLET TOP=80.75 F.L.=75.63

PROP. TYPE "A" INLET TOP=80.00 F.L.=74.75

PROP. TYPE "A" INLET TOP=80.75 F.L.=75.83

PROP. 18" R.R.G.C.P. STORM SEWER (CLASS III) 32.00 L.F. S=0.63 Q=9.02

PROP. 24" R.R.G.C.P. STORM SEWER (CLASS III) 245.0 L.F. S=0.15% Q=9.51

PROP. 30" R.R.G.C.P. STORM SEWER (CLASS III) 514.0 L.F. S=0.20%

PROP. 18" R.R.G.C.P. STORM SEWER (CLASS III) 42.00 L.F. S=0.63 Q=9.02

PROP. 18" R.R.G.C.P. STORM SEWER (CLASS III) 32.00 L.F. S=0.63 Q=9.02

PROP. 30" R.R.G.C.P. STORM SEWER (CLASS III) 135.0 L.F. S=0.27% Q=23.14

PROP. 32.00' B-B

T/C=81.04 H.P.=81.30

T/C=80.85 T/C=81.05

T/C=80.54 T/C=80.75

T/C=81.35 T/C=81.50

T/C=80.20 T/C=80.30

T/C=80.30 H.P.=81.30

T/C=81.25 T/C=81.20

T/C=81.45

T/C=82.00 T/C=82.07

R40.00' R20.00' R15.00'

6.0' V.C.

CHAINLINK FENCE

BARB WIRE FENCE

EXIST. CONC. CANAL [redacted] REMOVED AND LEVELED TO ELEV.- 82.50 BACKFILLED & COMPACTED TO 95% DENSITY

N 83°41' W

666.65' CEDAR FENCE

EXIST. 32.00' B-B

BLOCK FENCE

N 81°11' W 33.85'

L= 500.75'

R= 11,419.20' BLOCK FENCE

CEDAR FENCE

N 81°11' W 119.55'

[redacted]. TIE INTO EXIST. IRRIGATION LINE W/ CONC. COLLAR

EXIST. 5.0' SIDEWALK

PROP. 30" R.R.G.C.P. STORM SEWER (CLASS III) 765.0 L.F. S=0.27% Q=23.14

AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION RECORDED IN VOLUME 46, PAGE 92, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE LETICIA ANN ALAMIA TRACT: REMAINDER OF THE SOUTH 20.00 ACRES OF LOT 12, SECTION 249, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO DEED RECORDED UNDER DOCUMENT NUMBER 1256705, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

LEGEND

- = FIRE HYDRANT
- = GUY WIRE
- = POWER POLE
- = MAILBOX
- = WATER METER
- = WATER VALVE
- = SIGN
- = SERVICE POLE
- = TEL BOX
- = ELECT BOX
- = GAS METER
- = GAS MARKER
- = GAS VALVE
- = TRANSMISSION POLE
- = TRAFFIC CONTROL BOX
- = GAS SERVICE

AS-BUILTS
9/26/16

FILENAME :P:\DATA\SUBDIVS\EDINBURG\HACIENDA LA ROMA\WATER			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JUNE 10, 2015	AG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MARCO A. GONZALEZ 120018 REGISTERED PROFESSIONAL ENGINEER

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

AI-56907 **Precinct #2** **20. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Proclamation declaring October as National Down Syndrome Month and encouraging residents to participate in the 4th Annual Step Up for Down Syndrome Awareness Walk to be held Saturday, Oct. 29 from 9 a.m. to 1 p.m. at Edinburg Municipal Park.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Down Syndrome Awareness

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/17/2016 03:28 PM
Linda Flores	Linda Flores	10/18/2016 04:49 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Julia Sullivan		Started On: 10/17/2016 01:37 PM
Final Approval Date: 10/21/2016		

PROCLAMATION DECLARING OCTOBER 2016 AS
NATIONAL DOWN SYNDROME AWARENESS MONTH

WHEREAS, approximately one in every 691 children are born with Down syndrome, representing an estimated 5,000 births per year in the United States; and

WHEREAS, there are over 250,000 individuals living with Down syndrome in the United States; and

WHEREAS, while research and early intervention have resulted in dramatic improvements in the life span and potential of those who are affected, more investigation is needed into the causes and treatment of Down syndrome; and

WHEREAS, possessing a wide range of abilities, people with Down syndrome are active participants in educational, occupational, social, and recreational circles of our communities; and

WHEREAS, the Rio Grande Valley Down Syndrome Association has been working to educate and support parents and individuals with Down syndrome locally and currently serves over 200 families; and

WHEREAS, the fourth annual Step Up for Down Syndrome Awareness Walk will be held Saturday, October 29 from 9 a.m. to 1 p.m. at Edinburg Municipal Park; and

WHEREAS, individuals with Down syndrome should have equal opportunity to achieve the universally desired goals of self-fulfillment, pride in their achievements, inclusion in their community and reaching their fullest potential.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby proclaims the month of October 2016 as Down Syndrome Awareness Month and commend the Rio Grande Valley Down Syndrome Association in the work they do with families, schools, healthcare professionals and government to help create opportunities, raise awareness, and facilitate solutions for these valued members of our community.

Approved this 25th day of October 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-56971 **Precinct #3** **21. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Consideration and approval of Correction Highway Right of Way Easement to Hidalgo County. (6 1/4 North Glasscock Rd.)

BACKGROUND

Correction Highway Right of Way Eastment - 6 1/4 North Glasscock Road.

Fiscal Impact

Attachments

Correction Highway Right of Way Easement

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	10/20/2016 02:23 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM

Form Started By: Norma Ceballos Started On: 10/20/2016 12:44 PM

Final Approval Date: 10/21/2016

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Chapter 11, Sec. 11.008 Texas Property Code

CORRECTION HIGHWAY RIGHT OF WAY EASEMENT
61/4 North Glasscock Road

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO §

That Diamond C Land and Development, LLC., hereinafter referred to as Grantors, whether executed by one or more individuals, of the County of Hidalgo, State of Texas, for and in consideration of the sum of Ten dollars and other good and valuable consideration, to them in hand paid by the County of Hidalgo for and in consideration of a macadamized or hard surfaced road being constructed as soon hereafter as is convenient and practical by Hidalgo County, Texas, or any political subdivision of said county, so as to utilize the hereinafter described highway or public road right of way easement, have this date sold and do by these presents give, grant, bargain, sell and convey unto the County of Hidalgo, Texas, the free and uninterrupted use, liberty and privilege of passing in, along, upon and across the following property described by metes and bounds as follows, to-wit:

See Exhibit "A" which is attached hereto and incorporated herein by reference.

It is understood and agreed that grantors hereby reserve unto themselves, all oil, gas or other minerals that may be produced or recovered from said land upon which the highway or public road easement is given or conveyed herein, as is described above, but grantors, their heirs, successors or assigns, expressly waive the right to drill, mine, or explore for oil, gas and other minerals by operations upon the surface of lands as are herein described for the production and/or recovery of oil, gas or there minerals therefrom.

This highway or public road easement is given and conveyed for the purpose of constructing and maintaining a macadamized or hard surfaced road or highway in, along, upon and across said premises, with the right and privilege at all times of the grantee, its agents, workmen and representative, or the State of Texas,

To have and to hold unto the said County of Hidalgo, Texas, the highway or public road easement as is hereby described for highway or public road purposes, this highway right of way easement to become permanent and irrevocable upon the construction of a hard surfaced or macadamized road utilizing the aforesdescribed highway or public road easement by grantee herein, or any political subdivision, of the County of Hidalgo, Texas.

This Correction Highway Right of Way Easement is given in place of that document recorded as Document No. 1698797, Official Records, Hidalgo County, Texas. Said document by error and mistake included as incorrect legal description of the real property described on Exhibit "A". This instrument corrects the legal description of the property to the correct legal description of the property to be the legal description described on Exhibit "A" attached to this Correction Highway Right of Way easement. This Correction Highway Right of way Easement is created for the purposes of correcting and replacing said prior, incorrect instrument.

IN WITNESS WHEREOF, this instrument is executed on this the 14th day of October, 2016.

Diamond C Land & Development, LLC.

By:_____
Steven Carrales, Manager

Accepted:

County of Hidalgo, Texas

By:_____
Ramon Garcia, County Judge

Attested:

_____
Arturo Guajardo, Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Steve Carrales, Manager of Diamond C Land & Development, 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 the purposes and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14 DAY OF OCTOBER 2016.

KATHLEEN CARLSON
Notary Public, State of Texas
Notary ID# 124332542
My Commission Expires
09-24-2018

_____
Notary public, State of Texas

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Ramon Garcia, County Judge of the County of Hidalgo, 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 and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS____DAY OF OCTOBER 2016.

_____
Notary public, State of Texas

METES AND BOUNDS DESCRIPTION

(N. Glasscock Road- 40 foot right-of-way Dedication)

A tract of land being the East 40.0 feet of the North 4.99 acres of the South 19.78 acres of Lot 462, JOHN H. SHARY SUBDIVISION, Hidalgo County, Texas, according to the plat recorded in Volume 1, Page 17 of the Map Records of Hidalgo County, Texas; said tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a point lying in the centerline of N. Glasscock Road for the Southeast corner of said Lot 462;

THENCE, North 488.33 feet along the centerline of N. Glasscock Road and the East line of said Lot 462 to a point for the Southeast corner hereof and POINT OF BEGINNING;

THENCE, West, parallel to the South line of said Lot 462, at 20.0 feet pass a set ½" iron rod in the existing West right-of-way line of N. Glasscock Road, at 40.0 feet in all to a point in the proposed West right-of-way line of N. Glasscock Road for the Southwest corner hereof;

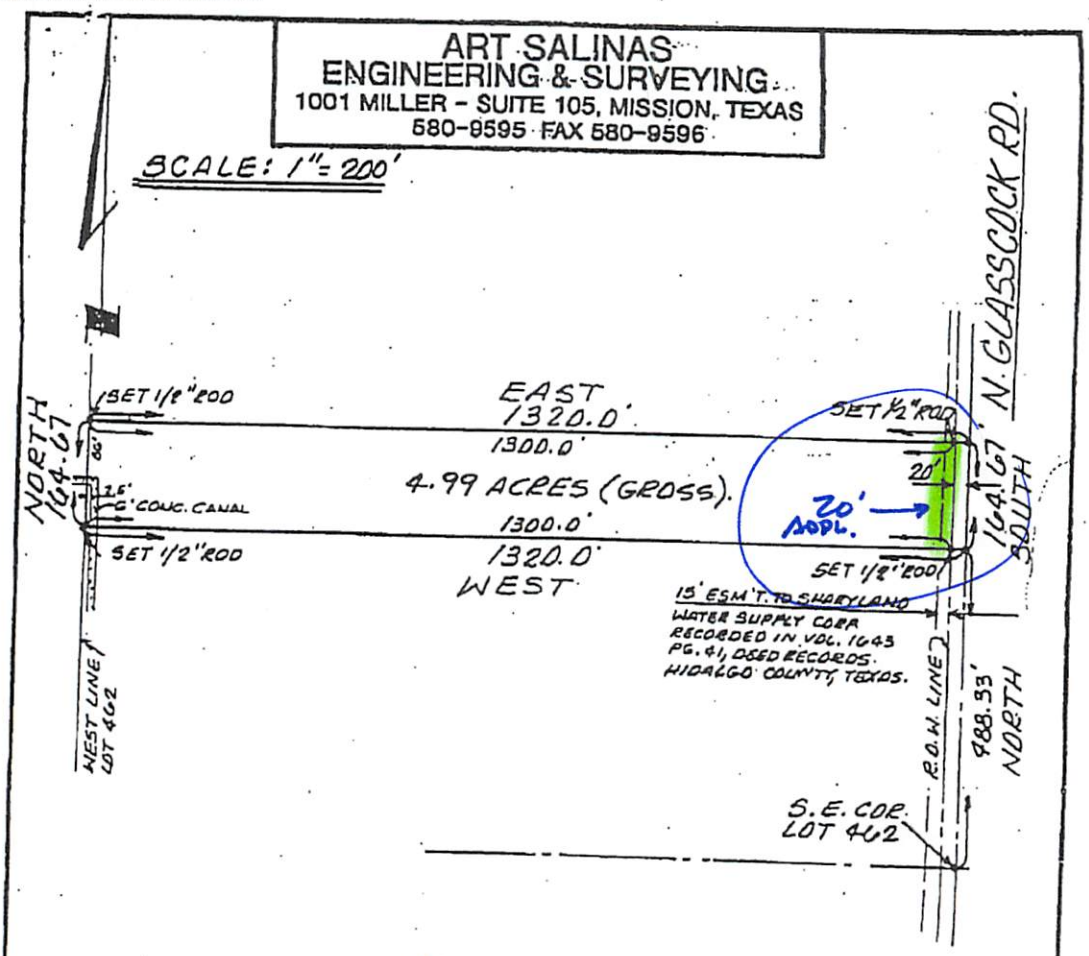
THENCE, North 164.67 feet, along the proposed West right-of-way line of N. Glasscock Road and parallel with the East line of said Lot 462, to a point for the Northwest corner hereof;

THENCE, East, parallel to the South line of said Lot 462, at 20.0 feet pass a set ½" iron rod in the existing West right-of-way line of N. Glasscock Road, at 40.0 feet in all to a point in the centerline of N. Glasscock Road and in the East line of said Lot 462 for the Northeast corner hereof;

THENCE, South 164.67 feet, along the centerline of N. Glasscock Road and the East line of said Lot 462, to the POINT OF BEGINNING, containing 0.1512 total acres of which 0.0756 acre lie in original right-of-way and 0.0756 acre lie in proposed road right-of-way.

Recorded On-2006-Dec-15 As-1698797

ART SALINAS
ENGINEERING & SURVEYING
1001 MILLER - SUITE 105, MISSION, TEXAS
580-9595 FAX 580-9596



FLOOD CERTIFICATION: The North 4.99 acres of the South 19.78 acres of Lot 462, John H. Shary Subdivision, Hidalgo County, Texas lie in Zone "C" which are "areas of minimal flooding" and are not flood prone areas, as per F.E.M.A. Flood Insurance Rate Map Panel No. 480334-0300-C dated 11-16-82.

PLAT NOTE: 1. There are no discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements except as shown on this plat.

2. Easements, rights, rules, and regulations in favor of Hidalgo County Water Control and Improvement District No. 7.

This is to certify that I have, this date, made a careful and accurate standard land survey on the ground of property which is located at 6 1/4 MILES N. GLASSCOCK in HIDALGO COUNTY, Texas, described as follows: THE NORTH 4.99 ACRES OF THE SOUTH 19.78 ACRES OF LOT 462, JOHN H. SHARY SUBDIVISION, HIDALGO COUNTY, (SEE METES AND BOUNDS DESCRIPTION).

AI-57012 **Precinct #4** **22. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Nick Perez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Requesting approval of payment of claim submitted by Terracon Consultants, Inc. in the amount of $3,583.00. Project: Mile 17 1/2 (Paving & Drainage Improvements).

BACKGROUND

Contract: C-16-248-07-06
Claim to be addressed by, Mr. Raul E. Sesin. Testing was needed in order for project to continue.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-124-142-0-841/721

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

BUDGETARY IMPACT:

P.O. 747072

Attachments

Claim Terracon

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2016 02:16 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Nick Perez		Started On: 10/21/2016 01:44 PM
Final Approval Date: 10/21/2016		

Terracon

INVOICE



1506 Mid Cities Dr
Pharr, TX 78577-2128
956-283-8254

Project Mgr: Juan Borjon

Project: Mile 17 1/2 (Paving & Drainage Improvements)
Mile 17 1/2 and Ware Rd.
McAllen, TX

To: Hidalgo County Purchasing Department
Attn: Leticia H. Saenz, CPPB
2812 S. Business Highway 281
Edinburg, TX 78539

REMIT TO:

Invoice Number: T833969

Terracon Consultants, Inc.
PO Box 959673
St Louis, MO 63195-9673

Federal E.I.N.: 42-1249917

P.O. Number: 747072

Project Number:	88161121
Invoice Date:	10/21/2016
Services Through:	7/26/2016

Date	Report	Description of Services	Quantity	Rate	Total
6/13/16	88161121.0001	CME Project Manager	0.25	$90.00	$22.50
6/13/16	88161121.0001	Engineering Technician, hour	3.00	$43.00	$129.00
6/13/16	88161121.0001	Trip Charge/Vehicle Charge, each	1.00	$20.00	$20.00
6/13/16	88161121.0001	Atterberg Limit, per test	1.00	$60.00	$60.00
6/13/16	88161121.0001	Standard Proctor 4" or 6" mold, each	1.00	$200.00	$200.00
6/16/16	88161121.0002	CME Project Manager	0.25	$90.00	$22.50
6/16/16	88161121.0002	Engineering Technician, hour	3.00	$43.00	$129.00
6/16/16	88161121.0002	Trip Charge/Vehicle Charge, each	1.00	$20.00	$20.00
6/16/16	88161121.0002	Nuclear Density, per test	1.00	$12.00	$12.00
6/17/16	88161121.0004	CME Project Manager	0.25	$90.00	$22.50
6/17/16	88161121.0004	Engineering Technician, hour	3.00	$43.00	$129.00
6/17/16	88161121.0004	Trip Charge/Vehicle Charge, each	1.00	$20.00	$20.00
6/17/16	88161121.0004	Nuclear Density, per test	3.00	$12.00	$36.00
6/20/16	88161121.0005	CME Project Manager	0.25	$90.00	$22.50
6/20/16	88161121.0005	Engineering Technician, hour	3.00	$43.00	$129.00
6/20/16	88161121.0005	Trip Charge/Vehicle Charge, each	1.00	$20.00	$20.00
6/20/16	88161121.0005	Atterberg Limit, per test	1.00	$60.00	$60.00
6/20/16	88161121.0005	Sieve Analysis (Washed), per test	1.00	$60.00	$60.00
6/20/16	88161121.0005	Standard Proctor 4" or 6" mold, each	1.00	$200.00	$200.00
6/20/16	88161121.0007	CME Project Manager	0.25	$90.00	$22.50
6/20/16	88161121.0007	Engineering Technician, hour	3.00	$43.00	$129.00
6/20/16	88161121.0007	Trip Charge/Vehicle Charge, each	1.00	$20.00	$20.00
6/20/16	88161121.0007	Nuclear Density, per test	3.00	$12.00	$36.00
6/22/16	88161121.0009	CME Project Manager	0.25	$90.00	$22.50
6/22/16	88161121.0009	Engineering Technician, hour	3.00	$43.00	$129.00
6/22/16	88161121.0009	Trip Charge/Vehicle Charge, each	1.00	$20.00	$20.00
6/22/16	88161121.0009	Nuclear Density, per test	3.00	$12.00	$36.00
7/1/16	88161121.0012	CME Project Manager	0.25	$90.00	$22.50
7/1/16	88161121.0012	Engineering Technician, hour	3.00	$43.00	$129.00
7/1/16	88161121.0012	Trip Charge/Vehicle Charge, each	1.00	$20.00	$20.00
7/1/16	88161121.0012	Nuclear Density, per test	2.00	$12.00	$24.00
7/7/16	88161121.0015	CME Project Manager	0.25	$90.00	$22.50
7/7/16	88161121.0015	Engineering Technician, hour	1.50	$43.00	$64.50

TERMS: DUE UPON PRESENTATION OF INVOICE

Terracon

INVOICE

Invoice No.: T833969
Project No.: 88161121
Project: Mile 17 1/2 (Paving & Drainage Improvements)
Mile 17 1/2 and Ware Rd.
McAllen, TX
Project Mgr: Juan Borjon

Date	Report	Description of Services	Quantity	Rate	Total
Continued					
7/7/16	88161121.0015	Trip Charge/Vehicle Charge, each	0.50	$20.00	$10.00
7/7/16	88161121.0015	Nuclear Density, per test	1.00	$12.00	$12.00
7/8/16	88161121.0016	CME Project Manager	0.25	$90.00	$22.50
7/8/16	88161121.0016	Engineering Technician, hour	3.00	$43.00	$129.00
7/8/16	88161121.0016	Trip Charge/Vehicle Charge, each	1.00	$20.00	$20.00
7/8/16	88161121.0016	Nuclear Density, per test	2.00	$12.00	$24.00
7/11/16	88161121.0017	CME Project Manager	0.25	$90.00	$22.50
7/11/16	88161121.0017	Engineering Technician, hour	1.50	$43.00	$64.50
7/11/16	88161121.0017	Trip Charge/Vehicle Charge, each	0.50	$20.00	$10.00
7/11/16	88161121.0017	Nuclear Density, per test	2.00	$12.00	$24.00
7/13/16	88161121.0018	CME Project Manager	0.25	$90.00	$22.50
7/13/16	88161121.0018	Engineering Technician, hour	3.00	$43.00	$129.00
7/13/16	88161121.0018	Trip Charge/Vehicle Charge, each	1.00	$20.00	$20.00
7/13/16	88161121.0018	Nuclear Density, per test	3.00	$12.00	$36.00
7/14/16	88161121.0019	CME Project Manager	0.25	$90.00	$22.50
7/14/16	88161121.0019	Engineering Technician, hour	3.00	$43.00	$129.00
7/14/16	88161121.0019	Trip Charge/Vehicle Charge, each	1.00	$20.00	$20.00
7/14/16	88161121.0019	Nuclear Density, per test	3.00	$12.00	$36.00
7/15/16	88161121.0020	CME Project Manager	0.25	$90.00	$22.50
7/15/16	88161121.0020	Engineering Technician, hour	3.00	$43.00	$129.00
7/15/16	88161121.0020	Trip Charge/Vehicle Charge, each	1.00	$20.00	$20.00
7/15/16	88161121.0020	Nuclear Density, per test	4.00	$12.00	$48.00
7/19/16	88161121.0021	CME Project Manager	0.25	$90.00	$22.50
7/19/16	88161121.0021	Engineering Technician, hour	3.00	$43.00	$129.00
7/19/16	88161121.0021	Trip Charge/Vehicle Charge, each	1.00	$20.00	$20.00
7/19/16	88161121.0021	Nuclear Density, per test	3.00	$12.00	$36.00
7/21/16	88161121.0022	CME Project Manager	0.25	$90.00	$22.50
7/21/16	88161121.0022	Engineering Technician, hour	3.00	$43.00	$129.00
7/21/16	88161121.0022	Trip Charge/Vehicle Charge, each	1.00	$20.00	$20.00
7/21/16	88161121.0022	Nuclear Density, per test	3.00	$12.00	$36.00
7/26/16	88161121.0024	CME Project Manager	0.25	$90.00	$22.50
7/26/16	88161121.0024	Engineering Technician, hour	3.00	$43.00	$129.00
7/26/16	88161121.0024	Trip Charge/Vehicle Charge, each	1.00	$20.00	$20.00
7/26/16	88161121.0024	Nuclear Density, per test	1.00	$12.00	$12.00

Invoice Total **$3,583.00**

TERMS: DUE UPON PRESENTATION OF INVOICE

AI-56919 **Budget and Management** **23. A.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of the 2017 medical benefits plans (Basic & Buy-Up)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

Attachments

2017 BASIC PLAN

2017 BUY-UP PLAN

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/18/2016 04:48 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM

Form Started By: Angelica M. Tapia Started On: 10/18/2016 12:52 PM

Final Approval Date: 10/21/2016

County of Hidalgo – Basic Plan
Effective Date: 01-01-2017
Aetna Choice® POS II -- ASC

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY - SELF FUNDED

PLAN FEATURES	IN-NETWORK	OUT-OF-NETWORK
Deductible (per calendar year)	$1,250 Individual $2,500 Family	$2,000 Individual $4,000 Family
All covered expenses accumulate separately toward the preferred or non-preferred Deductible. Unless otherwise indicated, the deductible must be met prior to benefits being payable. Member cost sharing for certain services, as indicated in the plan, are excluded from charges to meet the Deductible. Pharmacy expenses do not apply towards the Deductible. The family Deductible is a cumulative Deductible for all family members. The family Deductible can be met by a combination of family members; however no single individual within the family will be subject to more than the individual Deductible amount. Three-month Deductible carry over applies.		
Member Coinsurance	30%	50%
Applies to all expenses unless otherwise stated.		
Payment Limit (per calendar year)	$7,150 Individual $14,300 Family	$10,000 Individual $20,000 Family
All covered expenses accumulate separately toward the preferred or non-preferred Payment Limit. Only those out-of-pocket expenses resulting from the application of coinsurance percentage, copays, and deductibles (except any penalty amounts) may be used to satisfy the Payment Limit. Pharmacy expenses apply towards the Payment Limit. The family Payment Limit is a cumulative Payment Limit for all family members. The family Payment Limit can be met by a combination of family members; however no single individual within the family will be subject to more than the individual Payment Limit amount.		
Lifetime Maximum		
Unlimited except where otherwise indicated.		
Primary Care Physician Selection	Optional	Not Applicable
Certification Requirements -		
Certification for certain types of Non-Preferred care must be obtained to avoid a reduction in benefits paid for that care. Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, Hospice Care and Private Duty Nursing is required - excluded amount applied separately to each type of expense is $250 per occurrence.		
Referral Requirement	None	None
PREVENTIVE CARE	**IN-NETWORK**	**OUT-OF-NETWORK**
Routine Adult Physical Exams/ Immunizations	Covered 100%; deductible waived	50%; after deductible
1 exam every calendar year for members age 22 to age 65; 1 exam every calendar year months for adults age 65 and older.		
Routine Well Child Exams/Immunizations	Covered 100%; deductible waived	50%; after deductible. Immunization Covered 100%, deductible waived
7 exams in the first 12 months of life, 3 exams in the second 12 months of life, 3 exams in the third 12 months of life, 1 exam per calendar year thereafter to age 22.		
Routine Gynecological Care Exams	Covered 100%; deductible waived	50%; after deductible
Recommended: One exam per calendar year. Includes routine tests and related lab fees.		
Routine Mammograms	Covered 100%; deductible waived	50%; after deductible
Recommended: One per calendar year for covered females age 35 and over.		

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY - SELF FUNDED

Women's Health	Covered 100%; deductible waived	50%; after deductible
Includes: Screening for gestational diabetes, HPV (Human- Papillomavirus) DNA testing, counseling for sexually transmitted infections, counseling and screening for human immunodeficiency virus, screening and counseling for interpersonal and domestic violence, breastfeeding support, supplies and counseling. Contraceptive methods, sterilization procedures, patient education and counseling. Limitations may apply.		
Routine Digital Rectal Exam	Covered 100%; deductible waived	50%; after deductible
Recommended: For covered males age 40 and over.		
Prostate-specific Antigen Test	Covered 100%; deductible waived	50%; after deductible
Recommended: For covered males age 40 and over.		
Colorectal Cancer Screening	Covered 100%; deductible waived	Covered under Routine Adult Exams
Recommended: For all members age 50 and over.		
Routine Eye Exams	$40 copay; deductible waived	20%; after deductible
1 routine exam per calendar year.		
Routine Hearing Screening	Covered 100%; deductible waived	20%; after deductible
PHYSICIAN SERVICES	**IN-NETWORK**	**OUT-OF-NETWORK**
Office Visits to Non-Specialist	$40 copay; deductible waived	50%; after deductible
Includes services of an internist, general physician, family practitioner or pediatrician.		
Specialist Office Visits	$50 copay; deductible waived	50%; after deductible
Audiometric Hearing Exam	Not Covered	Not Covered
Pre-Natal Maternity	Covered 100%; deductible waived	Covered according to standard claim practice.
Walk-in Clinics	$40 copay; deductible waived	50%; after deductible
Walk-in Clinics are network, free-standing health care facilities. They are an alternative to a physician's office visit for treatment of unscheduled, non-emergency illnesses and injuries and the administration of certain immunizations. It is not an alternative for emergency room services or the ongoing care provided by a physician. Neither an emergency room, nor the outpatient department of a hospital, shall be considered a Walk-in Clinic.		
Teladoc	$40 copay; deductible waived	Not Covered
Teladoc give you 24/7/365 access to doctors by telephone.		
Allergy Testing	Member cost sharing is based on the type of service performed and the place of service where it is rendered	Member cost sharing is based on the type of service performed and the place of service where it is rendered
Allergy Injections	Member cost sharing is based on the type of service performed and the place of service where it is rendered	Member cost sharing is based on the type of service performed and the place of service where it is rendered

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY - SELF FUNDED

DIAGNOSTIC PROCEDURES	IN-NETWORK	OUT-OF-NETWORK
Diagnostic X-ray (other than Complex Imaging Services)	Covered 100%; deductible waived	50%; after deductible
If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing.		
Diagnostic Laboratory	Covered 100%; deductible waived	50%; after deductible
If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing.		
Diagnostic Complex Imaging	30%; after deductible	50%; after deductible
EMERGENCY MEDICAL CARE	**IN-NETWORK**	**OUT-OF-NETWORK**
Urgent Care Provider	$40 copay; deductible waived	50%; after deductible
Non-Urgent Use of Urgent Care Provider	Not Covered	Not Covered
Emergency Room Copay waived if admitted	30% after $350 copay; deductible waived	Same as in-network care
Non-Emergency Care in an Emergency Room	Not Covered	Not Covered
Emergency Use of Ambulance	30%; after deductible	Same as in-network care
Non-Emergency Use of Ambulance	Not Covered	Not Covered
HOSPITAL CARE	**IN-NETWORK**	**OUT-OF-NETWORK**
Inpatient Coverage	30%; after $350 copay; after deductible	50%; after $350 copay; after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.		
Inpatient Maternity Coverage (includes delivery and postpartum care)	30%; after $350 copay; after deductible	50%; after $350 copay; after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.		
Outpatient Hospital Expenses	30%; after deductible	50%; after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.		
Outpatient Surgery - Hospital	30%; after deductible	50%; after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.		
Outpatient Surgery - Freestanding Facility	30%; after deductible	50%; after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.		

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY - SELF FUNDED

MENTAL HEALTH SERVICES	IN-NETWORK	OUT-OF-NETWORK
Inpatient	30%; after $350 copay; after deductible	50%; after $350 copay; after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.		
Outpatient	$50 copay; deductible waived	50%; after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.		
ALCOHOL/DRUG ABUSE SERVICES	**IN-NETWORK**	**OUT-OF-NETWORK**
Inpatient	30%; after $350 copay; after deductible	50%; after $350 copay; after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.		
Residential Treatment Facility	30%; after $350 copay; after deductible	50%; after $350 copay; after deductible
Outpatient	$50 copay; deductible waived	50%; after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.		
OTHER SERVICES	**IN-NETWORK**	**OUT-OF-NETWORK**
Convalescent Facility	Covered 100%; deductible waived	50%; after deductible
Limited to 25 days per calendar year. The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.		
Home Health Care	Covered 100%; deductible waived	50%; after deductible
Limited to 120 visits per calendar year. Home health care services include private duty nursing Each visit by a nurse or therapist is one visit. Each visit up to 4 hours by a home health care aide is one visit.		
Hospice Care - Inpatient	Covered 100%; deductible waived	50%; after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.		
Hospice Care - Outpatient	Covered 100%; deductible waived	50%; after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.		
Speech Therapy Limited to 30 visits per calendar year.	$50 copay; deductible waived	50%; after deductible
Physical and Occupational Therapy Rehabilitation Limited to 60 visits per calendar year.	$50 copay; deductible waived	50%; after deductible
Spinal Manipulation Therapy Limited to 20 visits per calendar year.	$50 copay; deductible waived	50%; after deductible
Autism Behavioral Therapy	Refer to MBH Outpatient Mental Health	Refer to MBH Outpatient Mental Health
Combined with outpatient mental health visits		

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY - SELF FUNDED

Autism Applied Behavior Analysis	$50 copay: deductible waived	50%; after deductible
Autism Physical Therapy Visits combined with Short Term Rehabilitation.	$50 copay; deductible waived	50%; after deductible
Autism Occupational Therapy Visits combined with Short Term Rehabilitation.	$50 copay; deductible waived	50%; after deductible
Autism Speech Therapy Visits combined with Short Term Rehabilitation.	$50 copay; deductible waived	50%; after deductible
Durable Medical Equipment (Hearing Aids limited to 1 new aid per ear per 36 months)	30%; after deductible	50%; after deductible
Diabetic Supplies	Covered same as any other medical expense.	Covered same as any other medical expense.
Generic FDA-approved Women's Contraceptives	Covered 100%; deductible waived	Covered same as any other expense.
Contraceptive drugs and devices not obtainable at a pharmacy	Covered 100%; deductible waived	Covered same as any other medical expense.
Vision Eyewear	Not Covered	Same as preferred care.
Transplants	30%; after $350 copay; after deductible Preferred coverage is provided at an IOE contracted facility only.	50%; after $350 copay; after deductible Non-Preferred coverage is provided at a Non-IOE facility.
Bariatric Surgery	Not Covered	Not Covered
FAMILY PLANNING	**IN-NETWORK**	**OUT-OF-NETWORK**
Infertility Treatment	Member cost sharing is based on the type of service performed and the place of service where it is rendered	Member cost sharing is based on the type of service performed and the place of service where it is rendered
Diagnosis and treatment of the underlying medical condition only.		
Comprehensive Infertility Services Artificial insemination and ovulation induction	Not Covered	Not Covered
Advanced Reproductive Technology (ART)	Not Covered	Not Covered
In-vitro fertilization (IVF), zygote intrafallopian transfer (ZIFT), gamete intrafallopian transfer (GIFT), cryopreserved embryo transfers, intracytoplasmic sperm injection (ICSI), or ovum microsurgery		
Vasectomy	Member cost sharing is based on the type of service performed and the place of service where it is rendered	Member cost sharing is based on the type of service performed and the place of service where it is rendered
Tubal Ligation	Covered 100%; deductible waived	Member cost sharing is based on the type of service performed and the place of service where it is rendered

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY - SELF FUNDED

PHARMACY	IN-NETWORK	OUT-OF-NETWORK
Pharmacy Plan Type	Aetna Premier Plus Open Formulary	
Generic Drugs		
Retail	$10 copay	Not Covered
Mail Order	$20 copay	Not Applicable
Preferred Brand-Name Drugs		
Retail	$20 copay	Not Covered
Mail Order	$40 copay	Not Applicable
Non-Preferred Brand-Name Drugs		
Retail	$35 copay	Not Covered
Mail Order	$70 copay	Not Applicable
Premier Plus Specialty Drugs		
Preferred Specialty	$20 copay	Not Applicable
Non-Preferred Specialty	$35 copay	Not Applicable
Pharmacy Day Supply and Requirements		
Retail	Up to a 31-90 day supply	
Mail Order	Up to a 31-90 day supply from Aetna Rx Home Delivery®.	
Premier Plus Specialty	Up to a 30 day supply from Aetna Specialty Pharmacy Network. First prescription fill at any retail or specialty pharmacy. Subsequent fills must be through our preferred Aetna Specialty Pharmacy network.	
Bulk chemicals are excluded under compounding.		
Choose Generics - If the member requests brand when generic is available, the member pays the applicable copay plus the difference between the generic price and the brand price.		
Plan Includes: Diabetic supplies and Contraceptive drugs and devices obtainable from a pharmacy. Oral fertility drugs included. Premier Plus Pre-certification & Step Therapy with 90 day TOC. Formulary Generic FDA-approved Women's Contraceptives and certain over-the-counter preventive medications covered 100% in network.		

GENERAL PROVISIONS	
Dependents Eligibility	Spouse, children from birth to age 26 regardless of student status.

Plans are provided by: Aetna Life Insurance Company. While this material is believed to be accurate as of the production date, it is subject to change.

Health benefits and health insurance plans contain exclusions and limitations. Not all health services are covered.

See plan documents for a complete description of benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by location and are subject to change. Providers are independent contractors and are not our agents. Provider participation may change without notice. We do not provide care or guarantee access to health services.

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY - SELF FUNDED

The following is a list of services and supplies that are generally *not covered*. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.

• All medical and hospital services not specifically covered in, or which are limited or excluded by your plan documents.
• Cosmetic surgery, including breast reduction.

• Custodial care.
• Dental care and dental X-rays.
• Donor egg retrieval
• Experimental and investigational procedures, except for coverage for medically necessary routine patient care costs for members participating in a cancer clinical trial.
• Home births
• Immunizations for travel or work, except where medically necessary or indicated.
• Implantable drugs and certain injectable drugs including injectable infertility drugs.
• Infertility services, including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents.
• Long-term rehabilitation therapy.
• Non-medically necessary services or supplies
• Orthotics except diabetic orthotics..
• Outpatient prescription drugs (except for treatment of diabetes), unless covered by a prescription plan rider and over-the-counter medications (except as provided in a hospital) and supplies.
• Radial keratotomy or related procedures.
• Reversal of sterilization.
• Services for the treatment of sexual dysfunction/enhancement, including therapy, supplies or counseling or prescription drugs.
• Special duty nursing.
• Weight control services including surgical procedures, medical treatments, weight control/loss programs, dietary regimens and supplements, appetite suppressants and other medications; food or food supplements, exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including Morbid Obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions.

Aetna receives rebates from drug manufacturers that may be taken into account in determining Aetna's Preferred Drug List. Rebates do not reduce the amount a member pays the pharmacy for covered prescriptions. Aetna Rx Home Delivery refers to Aetna Rx Home Delivery, LLC, a licensed pharmacy subsidiary of Aetna Inc., that operates through mail order. The charges that Aetna negotiates with Aetna Rx Home Delivery may be higher than the cost they pay for the drugs and the cost of the mail order pharmacy services they provide. For these purposes, the pharmacy's cost of purchasing drugs takes into account discounts, credits and other amounts that they may receive from wholesalers, manufacturers, suppliers and distributors.

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY - SELF FUNDED

In case of emergency, call 911 or your local emergency hotline, or go directly to an emergency care facility.

Translation of the material into another language may be available. Please call Member Services at **1-888-982-3862.**
Puede estar disponible la traduccion de este material en otro idioma. Por favor llame a Servicios al Miembro al **1-888-982-3862.**

Plan features and availability may vary by location and group size.

For more information about Aetna plans, refer to **www.aetna.com.**

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PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY - SELF FUNDED

PLAN FEATURES	IN-NETWORK	OUT-OF-NETWORK
Deductible (per calendar year)	$750 Individual $1,250 Family	$1,000 Individual $2,000 Family
All covered expenses accumulate separately toward the preferred or non-preferred Deductible. Unless otherwise indicated, the deductible must be met prior to benefits being payable. Member cost sharing for certain services, as indicated in the plan, are excluded from charges to meet the Deductible. Pharmacy expenses do not apply towards the Deductible. The family Deductible is a cumulative Deductible for all family members. The family Deductible can be met by a combination of family members; however no single individual within the family will be subject to more than the individual Deductible amount.		
Member Coinsurance	20%	50%
Applies to all expenses unless otherwise stated.		
Payment Limit (per calendar year)	$5,000 Individual $10,000 Family	$7,500 Individual $15,000 Family
All covered expenses accumulate separately toward the preferred or non-preferred Payment Limit. Only those out-of-pocket expenses resulting from the application of coinsurance percentage, copays, and deductibles (except any penalty amounts) may be used to satisfy the Payment Limit. Pharmacy expenses apply towards the Payment Limit. The family Payment Limit is a cumulative Payment Limit for all family members. The family Payment Limit can be met by a combination of family members; however no single individual within the family will be subject to more than the individual Payment Limit amount.		
Lifetime Maximum		
Unlimited except where otherwise indicated.		
Primary Care Physician Selection	Optional	Not Applicable
Certification Requirements -		
Certification for certain types of Non-Preferred care must be obtained to avoid a reduction in benefits paid for that care. Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, Hospice Care and Private Duty Nursing is required - excluded amount applied separately to each type of expense is $250 per occurrence.		
Referral Requirement	None	None
PREVENTIVE CARE	**IN-NETWORK**	**OUT-OF-NETWORK**
Routine Adult Physical Exams/ Immunizations	Covered 100%; deductible waived	50%; after deductible
1 exam every calendar year for members age 22 to age 65; 1 exam every calendar year months for adults age 65 and older.		
Routine Well Child Exams/Immunizations	Covered 100%; deductible waived	50%; after deductible. Immunization Covered 100%, deductible waived
7 exams in the first 12 months of life, 3 exams in the second 12 months of life, 3 exams in the third 12 months of life, 1 exam per calendar year thereafter to age 22.		
Routine Gynecological Care Exams	Covered 100%; deductible waived	50%; after deductible
Recommended: One exam per calendar year. Includes routine tests and related lab fees.		
Routine Mammograms	Covered 100%; deductible waived	50%; after deductible
Recommended: One per calendar year for covered females age 35 and over.		

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY - SELF FUNDED

Women's Health	Covered 100%; deductible waived	50%; after deductible
Includes: Screening for gestational diabetes, HPV (Human- Papillomavirus) DNA testing, counseling for sexually transmitted infections, counseling and screening for human immunodeficiency virus, screening and counseling for interpersonal and domestic violence, breastfeeding support, supplies and counseling. Contraceptive methods, sterilization procedures, patient education and counseling. Limitations may apply.		
Routine Digital Rectal Exam	Covered 100%; deductible waived	50%; after deductible
Recommended: For covered males age 40 and over.		
Prostate-specific Antigen Test	Covered 100%; deductible waived	50%; after deductible
Recommended: For covered males age 40 and over.		
Colorectal Cancer Screening	Covered 100%; deductible waived	Covered under Routine Adult Exams
Recommended: For all members age 50 and over.		
Routine Eye Exams	$35 copay; deductible waived	20%; after deductible
1 routine exam per calendar year.		
Routine Hearing Screening	Covered 100%; deductible waived	20%; after deductible
PHYSICIAN SERVICES	**IN-NETWORK**	**OUT-OF-NETWORK**
Office Visits to Non-Specialist	$35 copay; deductible waived	50%; after deductible
Includes services of an internist, general physician, family practitioner or pediatrician.		
Specialist Office Visits	$45 copay; deductible waived	50%; after deductible
Audiometric Hearing Exam	Not Covered	Not Covered
Pre-Natal Maternity	Covered 100%; deductible waived	Covered according to standard claim practice.
Walk-in Clinics	$35 copay; deductible waived	50%; after deductible
Walk-in Clinics are network, free-standing health care facilities. They are an alternative to a physician's office visit for treatment of unscheduled, non-emergency illnesses and injuries and the administration of certain immunizations. It is not an alternative for emergency room services or the ongoing care provided by a physician. Neither an emergency room, nor the outpatient department of a hospital, shall be considered a Walk-in Clinic.		
Teladoc	$35 copay; deductible waived	Not Covered
Teladoc give you 24/7/365 access to doctors by telephone.		
Allergy Testing	Member cost sharing is based on the type of service performed and the place of service where it is rendered	Member cost sharing is based on the type of service performed and the place of service where it is rendered
Allergy Injections	Member cost sharing is based on the type of service performed and the place of service where it is rendered	Member cost sharing is based on the type of service performed and the place of service where it is rendered

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY - SELF FUNDED

DIAGNOSTIC PROCEDURES	IN-NETWORK	OUT-OF-NETWORK
Diagnostic X-ray (other than Complex Imaging Services)	Covered 100%; deductible waived	50%; after deductible
If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing.		
Diagnostic Laboratory	Covered 100%; deductible waived	50%; after deductible
If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing.		
Diagnostic Complex Imaging	20%; after deductible	50%; after deductible
EMERGENCY MEDICAL CARE	**IN-NETWORK**	**OUT-OF-NETWORK**
Urgent Care Provider	$35 copay; deductible waived	50%; after deductible
Non-Urgent Use of Urgent Care Provider	Not Covered	Not Covered
Emergency Room Copay waived if admitted	20% after $250 copay; deductible waived	Same as in-network care
Non-Emergency Care in an Emergency Room	Not Covered	Not Covered
Emergency Use of Ambulance	20%; after deductible	Same as in-network care
Non-Emergency Use of Ambulance	Not Covered	Not Covered
HOSPITAL CARE	**IN-NETWORK**	**OUT-OF-NETWORK**
Inpatient Coverage	20%; after deductible	50%; after $350 copay; after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.		
Inpatient Maternity Coverage (includes delivery and postpartum care)	20%; after deductible	50%; after $350 copay; after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.		
Outpatient Hospital Expenses	20%; after deductible	50%; after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.		
Outpatient Surgery - Hospital	20%; after deductible	50%; after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.		
Outpatient Surgery - Freestanding Facility	20%; after deductible	50%; after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.		

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY - SELF FUNDED

MENTAL HEALTH SERVICES	IN-NETWORK	OUT-OF-NETWORK
Inpatient	20%; after deductible	50%; after $350 copay; after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.		
Outpatient	$45 copay; deductible waived	50%; after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.		
ALCOHOL/DRUG ABUSE SERVICES	**IN-NETWORK**	**OUT-OF-NETWORK**
Inpatient	20%; after deductible	50%; after $350 copay; after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.		
Residential Treatment Facility	20%; after deductible	50%; after $350 copay; after deductible
Outpatient	$45 copay; deductible waived	50%; after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.		
OTHER SERVICES	**IN-NETWORK**	**OUT-OF-NETWORK**
Convalescent Facility	Covered 100%; deductible waived	50%; after deductible
Limited to 25 days per calendar year. The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.		
Home Health Care	Covered 100%; deductible waived	50%; after deductible
Limited to 120 visits per calendar year. Home health care services include private duty nursing Each visit by a nurse or therapist is one visit. Each visit up to 4 hours by a home health care aide is one visit.		
Hospice Care - Inpatient	Covered 100%; deductible waived	50%; after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.		
Hospice Care - Outpatient	Covered 100%; deductible waived	50%; after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.		
Speech Therapy Limited to 30 visits per calendar year.	20%; after deductible	50%; after deductible
Physical and Occupational Therapy Rehabilitation Limited to 60 visits per calendar year.	20%; after deductible	50%; after deductible
Spinal Manipulation Therapy Limited to 20 visits per calendar year.	20%; after deductible	50%; after deductible
Autism Behavioral Therapy	Refer to MBH Outpatient Mental Health	Refer to MBH Outpatient Mental Health
Combined with outpatient mental health visits		

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY - SELF FUNDED

Autism Applied Behavior Analysis	20%; after deductible	50%; after deductible
Autism Physical Therapy Visits combined with Short Term Rehabilitation.	20%; after deductible	50%; after deductible
Autism Occupational Therapy Visits combined with Short Term Rehabilitation.	20%; after deductible	50%; after deductible
Autism Speech Therapy Visits combined with Short Term Rehabilitation.	20%; after deductible	50%; after deductible
Durable Medical Equipment (Hearing Aids limited to 1 new aid per ear per 36 months)	30%; after deductible	50%; after deductible
Diabetic Supplies	Covered same as any other medical expense.	Covered same as any other medical expense.
Generic FDA-approved Women's Contraceptives	Covered 100%; deductible waived	Covered same as any other expense.
Contraceptive drugs and devices not obtainable at a pharmacy	Covered 100%; deductible waived	Covered same as any other medical expense.
Vision Eyewear	Not Covered	Same as preferred care.
Transplants	20%; after deductible Preferred coverage is provided at an IOE contracted facility only.	50%; after $350 copay; after deductible Non-Preferred coverage is provided at a Non-IOE facility.
Bariatric Surgery	Not Covered	Not Covered
FAMILY PLANNING	**IN-NETWORK**	**OUT-OF-NETWORK**
Infertility Treatment Diagnosis and treatment of the underlying medical condition only.	Member cost sharing is based on the type of service performed and the place of service where it is rendered	Member cost sharing is based on the type of service performed and the place of service where it is rendered
Comprehensive Infertility Services Artificial insemination and ovulation induction	Not Covered	Not Covered
Advanced Reproductive Technology (ART) In-vitro fertilization (IVF), zygote intrafallopian transfer (ZIFT), gamete intrafallopian transfer (GIFT), cryopreserved embryo transfers, intracytoplasmic sperm injection (ICSI), or ovum microsurgery	Not Covered	Not Covered
Vasectomy	Member cost sharing is based on the type of service performed and the place of service where it is rendered	Member cost sharing is based on the type of service performed and the place of service where it is rendered
Tubal Ligation	Covered 100%; deductible waived	Member cost sharing is based on the type of service performed and the place of service where it is rendered

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY - SELF FUNDED

PHARMACY	IN-NETWORK	OUT-OF-NETWORK
Pharmacy Plan Type	Aetna Premier Plus Open Formulary	
Generic Drugs		
Retail	$10 copay	Not Covered
Mail Order	$20 copay	Not Applicable
Preferred Brand-Name Drugs		
Retail	$20 copay	Not Covered
Mail Order	$40 copay	Not Applicable
Non-Preferred Brand-Name Drugs		
Retail	$35 copay	Not Covered
Mail Order	$70 copay	Not Applicable
Premier Plus Specialty Drugs		
Preferred Specialty	$20 copay	Not Applicable
Non-Preferred Specialty	$35 copay	Not Applicable
Pharmacy Day Supply and Requirements		
Retail	Up to a 31-90 day supply	
Mail Order	Up to a 31-90 day supply from Aetna Rx Home Delivery®.	
Premier Plus Specialty	Up to a 30 day supply from Aetna Specialty Pharmacy Network. First prescription fill at any retail or specialty pharmacy. Subsequent fills must be through our preferred Aetna Specialty Pharmacy network.	
Bulk chemicals are excluded under compounding.		
Choose Generics - If the member requests brand when generic is available, the member pays the applicable copay plus the difference between the generic price and the brand price.		
Plan Includes: Diabetic supplies and Contraceptive drugs and devices obtainable from a pharmacy. Oral fertility drugs included. Premier Plus Pre-certification & Step Therapy with 90 day TOC. Formulary Generic FDA-approved Women's Contraceptives and certain over-the-counter preventive medications covered 100% in network.		

GENERAL PROVISIONS	
Dependents Eligibility	Spouse, children from birth to age 26 regardless of student status.

Plans are provided by: Aetna Life Insurance Company. While this material is believed to be accurate as of the production date, it is subject to change.

Health benefits and health insurance plans contain exclusions and limitations. Not all health services are covered.

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PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY - SELF FUNDED

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• All medical and hospital services not specifically covered in, or which are limited or excluded by your plan documents.
• Cosmetic surgery, including breast reduction.

• Custodial care.
• Dental care and dental X-rays.
• Donor egg retrieval
• Experimental and investigational procedures, except for coverage for medically necessary routine patient care costs for members participating in a cancer clinical trial.
• Home births
• Immunizations for travel or work, except where medically necessary or indicated.
• Implantable drugs and certain injectable drugs including injectable infertility drugs.
• Infertility services, including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents.
• Long-term rehabilitation therapy.
• Non-medically necessary services or supplies
• Orthotics except diabetic orthotics..
• Outpatient prescription drugs (except for treatment of diabetes), unless covered by a prescription plan rider and over-the-counter medications (except as provided in a hospital) and supplies.
• Radial keratotomy or related procedures.
• Reversal of sterilization.
• Services for the treatment of sexual dysfunction/enhancement, including therapy, supplies or counseling or prescription drugs.
• Special duty nursing.
• Weight control services including surgical procedures, medical treatments, weight control/loss programs, dietary regimens and supplements, appetite suppressants and other medications; food or food supplements, exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including Morbid Obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions.

Aetna receives rebates from drug manufacturers that may be taken into account in determining Aetna's Preferred Drug List. Rebates do not reduce the amount a member pays the pharmacy for covered prescriptions. Aetna Rx Home Delivery refers to Aetna Rx Home Delivery, LLC, a licensed pharmacy subsidiary of Aetna Inc., that operates through mail order. The charges that Aetna negotiates with Aetna Rx Home Delivery may be higher than the cost they pay for the drugs and the cost of the mail order pharmacy services they provide. For these purposes, the pharmacy's cost of purchasing drugs takes into account discounts, credits and other amounts that they may receive from wholesalers, manufacturers, suppliers and distributors.

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY - SELF FUNDED

In case of emergency, call 911 or your local emergency hotline, or go directly to an emergency care facility.

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Puede estar disponible la traduccion de este material en otro idioma. Por favor llame a Servicios al Miembro al **1-888-982-3862.**

Plan features and availability may vary by location and group size.

For more information about Aetna plans, refer to **www.aetna.com.**

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AI-57004 **Budget and Management** **23. B.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and approval to set the indirect cost allocation rate at 7.36% for the grant fiscal year 2017, effective 10/01/16 through 9/30/17 for the FY 17 WIC Program.

BACKGROUND

The WIC Department Indirect Cost Allocation Rate is currently at 7.36%. Requesting approval for the rate to remain the same for fiscal year 2017.

Proposed rate is 7.36%.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2016 11:08 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Debbie Tamez		Started On: 10/21/2016 11:04 AM
Final Approval Date: 10/21/2016		

AI-56948 **Budget and Management** **23. C.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Comm. (1200)
Approval of 2016 interfund transfer from Co Wide Adm-Contingency (1100) to Co. Comm. (1200) in the amount of $128,449.23.

BACKGROUND

Transfer needed to partially fund AI-56812, CC 10/25/16.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds available pending approval of AI-56947 (CC 10/25/16).

Attachments

Interfund Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/19/2016 03:53 PM
Merlen P. Munoz	Merlen P. Munoz	10/20/2016 08:57 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Debbie Tamez		Started On: 10/19/2016 02:41 PM
Final Approval Date: 10/21/2016		

DATE: October 25, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Co. Comm. (R&B)

2016
Interfund Transfer
AI-56948

ACCOUNT NUMBER: **6-1X00-XXX-XX-XXX-X0X-0-XXX**

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 ext. 5427

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
6-1100-415-00-115-002-0-	**899**	**Co Wide Adm-**	**Contingency**	**(128,449.23)**
6-1100-491-01-000-200-0-	**891**	**Transfers Out-**	**R&B Fund**	**128,449.23**
TO:				
6-1200-391-01-000-100-0-	**000**	**Transfers In-**	**General Fund**	**128,449.23**
6-1200-413-30-125-004-0-	**751**	**Co Comm-**	**Machinery & Equipment**	**128,449.23**
		TOTAL BUDGET INCREASE (DECREASE)		**128,449.23**

REASON: Interfund transfer needed to partially fund AI-56812, CC 10/25/16.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-57008 **Budget and Management** **23. D.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Transfers In-General Fund (1281)
Approval of 2016 interfund transfer from Co Wide Adm-Contingency (1100) to Transfers In-General Fund (1281) in the amount of $61,781.38 to fund the total local match required to appropriate funds for the Domestic Violence Specialty Prosecutor Grant, CC 10/25/16 (AI-56909).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds available as of 10/21/16 pending approval of AI-56947, CC 10/25/16.

Attachments

Interfund Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2016 01:19 PM
Glinda Pacheco	Glinda Pacheco	10/21/2016 03:06 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Debbie Tamez		Started On: 10/21/2016 11:40 AM
Final Approval Date: 10/21/2016		

DATE: October 25, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Grants Lvl 1 (Crim DA Grants)

2016
Interfund Transfer
AI-57008

ACCOUNT NUMBER: **6-1XXX-XXX-0X-XXX-XXX-X-XXX**

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 ext. 5427

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
6-1100-415-00-115-002-0- 899	**Co Wide Adm-**	**Contingency**	**(61,781.38)**
6-1100-491-01-000-281-6- 891	**Transfers Out-**	**Grants Lvl 1**	**61,781.38**
TO:			
6-1281-391-01-000-100-6- 000	**Transfers In-**	**General Fund**	**61,781.38**
		TOTAL BUDGET INCREASE (DECREASE)	**(61,781.38)**

REASON: Interfund transfer to fund the total local cash match required for AI-56909, CC 10/25/16, to appropriate funds for the Domestic Violence Specialty Prosecutor Grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-57005 **Budget and Management** **23. E. 1.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co Wide Adm (1100):
Approval to deobligate cash match funds from the Stop Truancy Grant (Fund 1285) for FY 16 and appropriate into Co Wide Adm-Contingency (Fund 1100) in the amount of $18,298.43.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Deobligation of cash match funds from the Stop Truancy Grant (Fund 1285) FY 16.
FY16 grant has ended; funds are available as of 10/21/16.

Attachments

DEOBLIGATION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2016 11:37 AM
Final Approval	Veronica Ortiz	10/21/2016 11:39 AM
Budget & Management	Veronica Ortiz	10/21/2016 11:41 AM
Glinda Pacheco	Glinda Pacheco	10/21/2016 03:11 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Debbie Tamez		Started On: 10/21/2016 11:09 AM
Final Approval Date: 10/21/2016		

DATE: October 25, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Co Wide Adm

ACCOUNT NUMBER: 6-1XXX-XXX-0X-XXX-XXX-0-XXX

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

2016
Deobligation

AI-57005

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
6-1285-421-00-293-005-6- 113	Stop Truancy-	Reg F/T Employees	(18,298.43)
6-1285-391-01-000-100-6- 000	Transfers In-	General Fund	(18,298.43)
6-1100-491-01-000-285-6- 891	Transfers Out-	Grants Lvl 5	(18,298.43)
6-1100-415-00-115-002-0- 899	Co Wide Adm.-	Contingency	18,298.43
		TOTAL BUDGET INCREASE (DECREASE)	-

REASON: Deobligation of cash match funds from the Stop Truancy Grant (Fund 1285) FY16; grant has ended.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-56983 **Budget and Management** **23. E. 2.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 3 - ILA Palmhurst-7 Road Project (1200):
a. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of Palmhurst for the road improvement project to overlay portions of roads within the City's municipal limits.
b. Approval of 2016 appropriation of funds into Pct 3-ILA Palmhurst 7 Road Project in the amount of $377,141.50.

BACKGROUND

ICA approved 10/4/16.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-123-120-0-610

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office.
Receipt#203471; funds are currently recorded in acct #6-1200-126-30-123-005-0-000 "R & B Pct. 3/D/FR Other Govt-Palmhrst Var Roads"

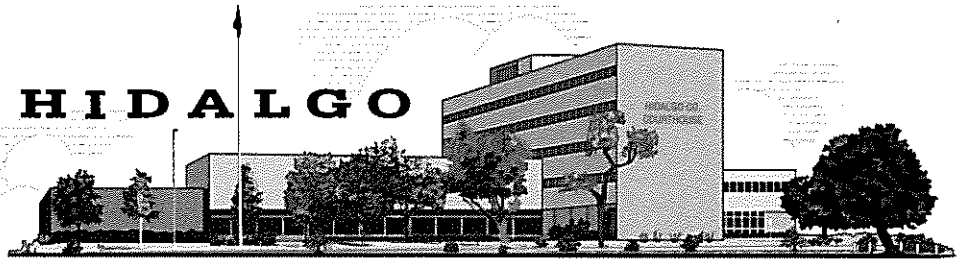
Attachments

COR
revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/20/2016 04:51 PM
Ivan Cantu	Ivan Cantu	10/20/2016 04:58 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Merlen P. Munoz		Started On: 10/20/2016 04:20 PM
Final Approval Date: 10/21/2016		

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

October 21, 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 contracts between Hidalgo County and the City of Palmhurst, Texas for the road improvement project to seven road projects (Los Ebanos road, Trosper road, Mayberry road, Bryan road, Steward road, Glasscock road, and Taylor road) in the amount of $377,141.50. 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

10-24-16
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, 449TH D.C.

HIDALGO COUNTY
texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Friday, October 21, 2016

Subject: Certification of Revenues ICA City of Palmhurst for overlay of various roads

Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to the the ICA with City of Palmhurst for the overlay paving of various roads.

Monies were receipted under account number 6-1200-126-30-123-005-0-000 in the amount of $377,141.50 (Receipt#203471)

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

AI-56983 **Budget and Management** **26. C. 1.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 3 - ILA Palmhurst-7 Road Project (1200):
a. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of Palmhurst for the road improvement project to overlay portions of roads within the City's municipal limits.
b. Approval of 2016 appropriation of funds into Pct 3-ILA Palmhurst 7 Road Project in the amount of $377,141.50.

BACKGROUND

ICA approved 10/4/16.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-123-120-0-610

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office. Receipt#203471; funds are currently recorded in acct #6-1200-126-30-123-005-0-000 "R & B Pct. 3/D/FR Other Govt-Palmhrst Var Roads"

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/20/2016 04:51 PM
Ivan Cantu	Ivan Cantu	10/20/2016 04:58 PM
Final Approval		
Form Started By: Merlen P. Munoz		Started On: 10/20/2016 04:20 PM

DATE: October 20, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Pct 3 ICA Palmhurst**

ACCOUNT NUMBER: 6-1200-431-00-123-XXX-0-610

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-123-120-0- 610	PCT3 ILA Palmhurst-7 Road Project	General Supplies	377,141.50
6-1200-337-00-123-006-0-000	*R&B Pct 3 ILA Palmhurst-7 Road Revenue*		*377,141.50*
		TOTAL BUDGET INCREASE (DECREASE)	**377,141.50**

REASON: To appropriate funding for revenues for ICA with City of Palmhurst for the overlay paving of various roads. Monies currently under an accounts receivable account until posted by the Auditor's Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 203471

Received From: PCT 3 CITY OF PALMHURST 10/12/16 Date 10/18/16

1	30759	STREET OVERLAY PROJECT FY'15-16	6-1200-126-30-123-005-0-000	377,141.50

Total: 377,141.50

Check Total	377,141.50
Cash Total	.00
Credit Total	.00
Other Total	.00

10759

CITY OF PALMHURST
4417 N. SHARY RD.
PALMHURST, TX 78573-8345
(956) 583-8697

BBVA COMPASS BANK

35-1054/1130

010759

10/07/16

PAY TO THE ORDER OF ** Hidalgo County - Precinct #3 ** $ **377,141.50

THREE HUNDRED SEVENTY SEVEN THOUSAND ONE HUNDRED FORTY ONE & 50/100 DOLLARS DOLLARS

** Hidalgo County - Precinct #3 **
730 N. Breyfogle, Suite B
Mission, TX 78574-7020

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

MEMO

Security features. Details on back

⑈010759⑈ ⑆113010547⑆ 2515282621⑈

CITY OF PALMHURST

10759

1-0186 ** Hidalgo County - Precinct #3 ** 010759 10/07/2016

DATE	I.D.	PO #	DESCRIPTION	G/L DISTRIBUTION G/L NUMBER	G/L DISTRIBUTION	AMOUNT
09/30/2016	09/30/16	16-1523	Street Overlay Project FY15-16			377,141.50

CHECK TOTAL 377,141.50

RE: ICA - City of Palmhurst

From: Nereyda Gonzalez

To: Norma Ceballos

Cc: Rene Layton becky luna

Good afternoon Norma,

Please use account 6-1200-126-30-123-005-0-000. Please let me know if you have any questions.

Thank you,

Nereyda J. Gonzalez
Financial Accounting Supervisor
Hidalgo County Auditor's Office
Edinburg, Texas 78539-6243
Phone: (956) 318-2511 Ext. 4662
Fax: (956) 318-2577

CONFIDENTIALITY NOTICE

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-----Original Message-----
From: Norma Ceballos [mailto:norma.ceballos@co.hidalgo.tx.us]
Sent: Wednesday, October 12, 2016 2:20 PM
To: Nereyda Gonzalez
Subject: Fwd: ICA - City of Palmhurst

Hi Nereyda,

AT 12:00 O'CLOCK P M

OCT 04 2016

ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY Nelc DEPUTY

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PALMHURST, TEXAS
AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the 04th day of October, 2016, by and between the **CITY OF PALMHURST, TEXAS,** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, City and County desire to jointly undertake a road improvement project to overlay portions of the following roads within City's municipal limits: Stewart Road and Glasscock Road from City's north municipal limit to City's south municipal limit, Los Ebanos Road from Mile 3 to City's south municipal limit, Trosper Road from Mile 3 Road to City's north municipal limit, Mayberry Road from Mile 3 Road to City's south municipal limit, Bryan Road from Mile 3 Road to City's south municipal limit and Taylor Road from Mile 3 Road to City's south municipal limit (collectively the "Roads");

WHEREAS, the Roads form a connecting link and integral part of the County and City road systems and the improvements to the Roads are in the best interest of the County and the City;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

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

1. The parties agree to cooperate in making the necessary improvements, to the Roads as described herein.

2. County agrees to provide all labor, and machinery necessary to overlay the Roads described herein.

3. County will, to the extent reasonably possible, follow the County's standard specifications in overlay improvements unless otherwise agreed in writing by both parties.

4. Prior to commencement of the overlay of the Roads by the County, the City agrees to provide the sum of Three Hundred Seventy-Seven Thousand One Hundred Forty One and fifty one hundredths Dollars ($377,141.50) within five (5) days of the approval of this Agreement for the cost of materials for the overlay of the Roads.

5. Any and all other costs deemed necessary for the improvements to the Roads shall be borne by the County.

6. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will complete the road improvements no later than 90 days from execution of the contract.

7. City, pursuant to Tex. Trans. Code § 251.012, authorized County to perform the work described herein.

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

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

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

11. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Palmhurst:	City of Palmhurst Attention: Mayor Ramiro J. Rodriguez, Jr. 4417 N. Shary Road Palmhurst, Texas 78573
If to County:	County of Hidalgo Attention: County Judge Ramon Garcia 100 E. Cano, 2nd Floor Edinburg, Texas 78539
With copy to:	Commissioner Joe Flores, Precinct No.3 724 N. Breyfogle Mission, Texas 78574

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

13. **Additional Documents**. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

16. **Headings**. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

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

18. **Authority to Execute**. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or

corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

19. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

THE CITY OF PALMHURST

Ramiro J. Rodriguez, Jr., Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

APPROVED BY COMMISSIONERS' COURT ON: 10/4/16

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project whereby City and County desire to jointly undertake a road improvement project to overlay portions of the following roads within City's municipal limits Stewart Road and Glasscock Road from City's north municipal limit to City's south municipal limit, Los Ebanos Road from Mile 3 Road to City's south municipal limit, Trosper Road from Mile 3 Road to City's north municipal limit, Mayberry Road from Mile 3 Road to City's south municipal limit, Bryan Road from Mile 3 Road to City's south municipal limit and Taylor Road from Mile 3 Road to City's south municipal limit (collectively the "Roads"); through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Palmhurst, Texas.

By vote on Oct. 04, 2016 the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:
Arturo Guajardo, County Clerk

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

APPROVED BY
COMMISSIONERS' COURT
ON: 10/4/16

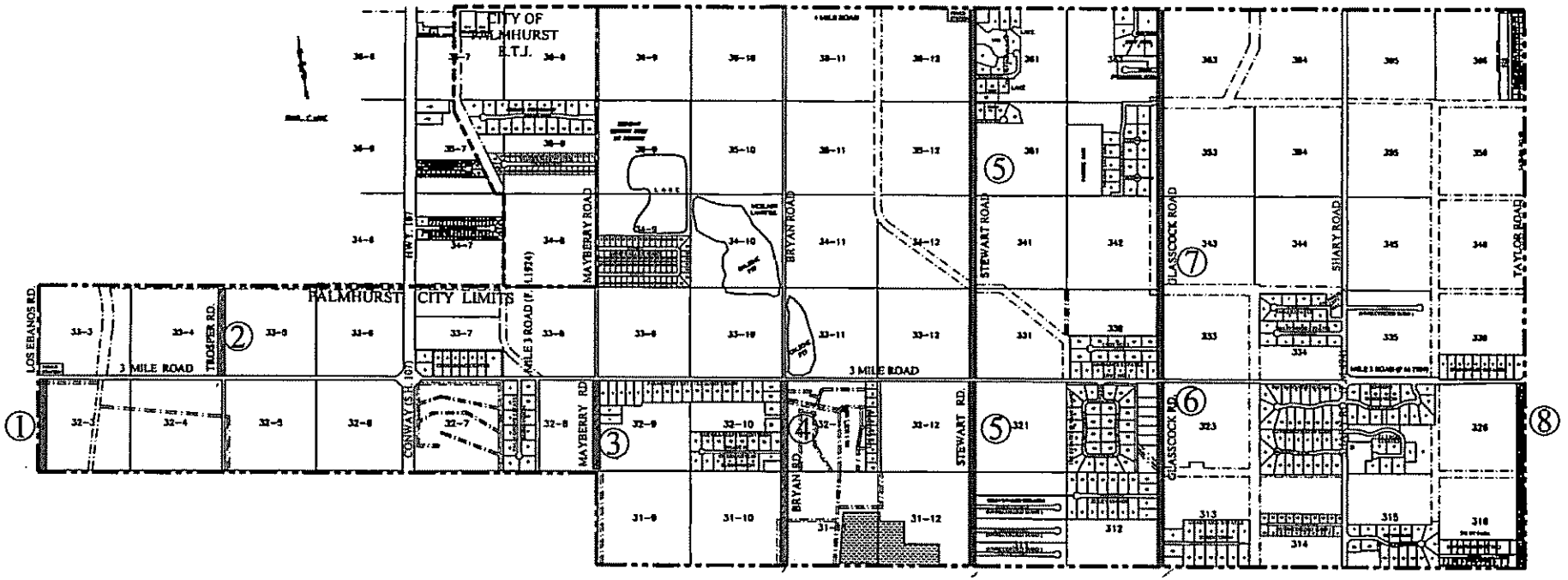
APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

City of Palmhurst
2016 Overlay Paving Project
July 2016 Estimate Cost

Numbers	Roads	Linear Feet	Width (ft)	Square Feet	Square Yards	Est Cost
1	Los Ebanos (South)	1280	20	25600	2844	$ 15,335.00
2	Trosper Road (North)	1320	23	30360	3373	$ 18,135.00
3 (p1)	Mayberry Road (South)	1250	41	51250	5694	$ 30,421.00
3 (p2)	Mayberry Road (South)	1332	23	30636	3404	$ 18,297.00
4	Bryan Road (South)	2600	22	57200	6356	$ 37,198.00
5 (p1)	Stewart Road (South)	2590	22	56980	6331	$ 34,069.00
5 (p2)	Stewart Road (North)	1250	41	51250	5694	$ 30,698.00
5 (p2)	Stewart Road (North)	3970	22	87340	9704	$ 52,204.00
6	Glasscock Road (South)	2580	22	56760	6307	$ 33,885.00
7	Glasscock Road (North)	5220	22	114840	12760	$ 68,656.00
8	Taylor (South)	2630	24	63120	7013	$ 37,681.00
		26022		625336	69480	$ 376,579.00
	miles	4.928				

15 tons caliche	$ 562.50
Total Est Cost	$ 377,141.50



CITY OF PALMHURST

2016 OVERLAY PAVING PROJECT

DATE: October 20, 2016

2016
Appropriation
REVISED

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Pct 3 ICA Palmhurst**

ACCOUNT NUMBER: 6-1200-431-00-123-XXX-0-610

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-123-120-0- 841	PCT3 ILA Palmhurst-7 Road Project	Aid to Gov't Agency	377,141.50
6-1200-337-00-123-006-0-000	*R&B Pct 3 ILA Palmhurst-7 Road Revenue*		*377,141.50*
		TOTAL BUDGET INCREASE (DECREASE)	**377,141.50**

REASON: To appropriate funding for revenues for ICA with City of Palmhurst for the overlay paving of various roads. Monies currently under an accounts receivable account until posted by the Auditor's Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-56934 **Budget and Management** **23. E. 3.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co Comm. (1200):
Approval of 2016 appropriation of funds into Co. Commissioners (125-004) in the amount of $1,311,550.77.

BACKGROUND

Appropriation to partially fund AI-56812, CC 10/25/16.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-413-30-125-004-0-751

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

BUDGETARY IMPACT:

Appropriation of funds from R&B Unassigned Fund Balance. Funds available as of 10/19/16.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/19/2016 03:49 PM
Ivan Cantu	Ivan Cantu	10/20/2016 09:51 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Debbie Tamez		Started On: 10/18/2016 04:24 PM
Final Approval Date: 10/21/2016		

DATE: October 25, 2016

2016
Appropriation
AI- 56934

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Co. Comm. (1200)

ACCOUNT NUMBER: 6-1100-421-00-291-001-0-430

Contact Person: Patricia Ramos **Ph#:** (956) 292-7025 Ext. 5416

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
6-1200-413-30-125-004-0-752	CO COMM-	VEHICLES	$1,080,000.00
6-1200-413-30-125-004-0-751	CO COMM-	MACHINERY & EQUIPMENT	231,550.77
	TOTAL BUDGET INCREASE (DECREASE)		$1,311,550.77

REASON: Appropriation of funds from R&B Unassigned Fund Balance (6-1200-258-00-000-000-0-000) to partially fund AI-56812, CC 12/25/16.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-56947 **Budget and Management** **23. E. 4.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Wide Administration (1100):
Approval of 2016 appropriation of new source General Fund revenues into the Co. Wide Adm.-Contingency in the amount of $231,273.00, as previously certified by the County Auditor on September 6, 2016.

BACKGROUND

Refer to CC 9-6-16, AI #55960/14.B.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Appropriation of new source General Fund revenues in the amount of $200,000.00 into the Co. Wide Adm-Contingency account, as previously certified by the Co. Auditor on 9-6-16. Funds available in the G/F unassigned f/b.

Attachments

Appropriation
Cert. of Rev. Letter 9-6-16

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	10/20/2016 08:00 AM
Budget & Management	Veronica Ortiz	10/20/2016 08:04 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Ivan Cantu		Started On: 10/19/2016 02:29 PM
Final Approval Date: 10/21/2016		

DATE: October 25, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for Co. Wide Adm.

ACCOUNT NUMBER: 6-1100-415-00-115-002-0-899

Contact Person: Ivan Cantu Ph#: Ext. 5425

2016
Appropriation

AI #56947, CC 10-25-16

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
6-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	231,273.00
		TOTAL BUDGET INCREASE (DECREASE)	**231,273.00**

REASON: Appropriation of **new source G/F revenues**, as previously certified by the Co. Auditor on 9-6-16. Funds available in the G/F Unassigned F/B.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

September 6, 2016

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

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following revenues for the General, Special Revenue, Debt Service, and Enterprise Funds. These amounts are included in the projected ending fund balances at December 31, 2016. Please note that if these amounts are appropriated, projected fund balances will decrease accordingly.

GENERAL FUND

6-1100-331-10-000-003-0-000	FEMA APRIL/MAY 2015 FLOODING #4223	75,536.94
6-1100-331-12-080-000-0-000	AFDC/FOOD STAMP PROSECUTION	3,360.00
6-1100-331-12-080-001-0-000	TDPRS-TITLE IV-E CO LEGAL SRV CONTRACT	80,000.00
6-1100-331-12-360-001-0-000	TDPRS-TITLE IV-E CHILD WELFARE SRV CONTR	20,000.00
6-1100-334-10-080-000-0-000	DA STATE SUPPLEMENT REV-HB9 SECT 18.12	2,870.24
6-1100-341-10-060-012-0-000	JUSTICE OF PEACE-FTA ADMIN FEE	4,694.51
6-1100-341-10-090-008-0-000	DISTRICT CLERK-DA BOND FORF COMM	870.53
6-1100-341-10-140-054-0-000	TAX A/C STREET LIGHT ELECTRICITY FEE	9,108.55
6-1100-341-10-180-011-0-000	COUNTY CLERK-DA BOND FORF COMM	2,229.10
6-1100-342-10-060-004-0-000	CODE ENFORCEMENT PCT. 2 ARREST FEE	10.00
6-1100-342-10-080-001-0-000	AUTOPSY SERVICE REVENUE	600.00
6-1100-360-00-000-005-0-000	GEN FUND-MISC REV-INSURANCE CLAIMS	122,207.78
6-1100-360-00-090-000-0-000	GEN FUND-MISC REV-JURY SCRIPT O/S CKS	22,269.00
6-1100-361-11-000-006-0-000	GEN FUND-COUNTY CLERK NOW INTEREST	16.83
	Total General Fund	$343,773.48

SPECIAL REVENUE FUNDS

6-1200-335-50-140-000-0-000	R&B FUND-MOTOR VEH LICENSE APPORTIONME	$360,000.00
6-1200-352-10-090-001-0-000	R&B FUND-BOND FORFEITURES DISTRICT CLERK	10,176.97
6-1200-352-10-180-001-0-000	R&B FUND-BOND FORFEITURES COUNTY CLERK	21,966.10
6-1200-360-00-000-000-0-000	R&B FUND-MISCELLANEOUS REVENUE	2,299.70
6-1200-360-00-122-000-0-000	R&B PCT2-MISCELLANEOUS REVENUE	927.83
6-1200-360-00-123-001-0-000	R&B PCT3-MISC REV-ROAD DIST #5 TAX COLL	1,000.00
6-1200-360-00-124-000-0-000	R&B PCT4-MISCELLANEOUS REVENUE	1,298.60
6-1200-360-00-124-001-0-000	R&B PCT4-MISC REV-ROAD DIST #15 TAX COLL	40.00
6-1220-335-00-292-000-0-000	LEOSE FUND-CONST PCT2 REVENUE	1,461.99
6-1220-360-00-000-000-0-000	LEOSE FUND-MISCELLANEOUS REVENUE	23.26
6-1220-361-10-000-000-0-000	LEOSE FUND-INTEREST EARNINGS	55.46
6-1224-352-30-080-000-0-000	DRUG ABUSE PREV/REHAB-10% CRT ORD CONF	1,584.62
6-1224-361-10-080-000-0-000	DRUG ABUSE PREV/REHAB-INTEREST EARNINGS	1,007.74
6-1225-361-10-080-000-0-000	PRETRIAL INTRVNTN PRG-INTEREST EARNINGS	403.99
6-1234-361-10-000-000-0-000	CHILD ABUSE PREV-INTEREST EARNINGS	37.60
6-1235-361-10-000-000-0-000	DC REC MGMT/PRESRV-INTEREST EARNINGS	714.91
6-1236-361-10-000-000-0-000	DC TITLE IV-D-INTEREST EARNINGS	25.06
6-1237-361-10-000-000-0-000	CC REC MGMT/PRESRV-INTEREST EARNINGS	7,387.05
6-1238-361-10-000-000-0-000	CO REC MGMT/PRESRV-INTEREST EARNINGS	353.79
6-1239-361-10-000-000-0-000	CRT REPORTER SRV-INTEREST EARNINGS	351.80
6-1240-341-10-180-001-0-000	JUV DELQ PREV-COUNTY CLERK FEES	278.33
6-1241-361-10-000-000-0-000	CRTHSE SECURITY-INTEREST EARNINGS	41.30
6-1242-361-10-000-000-0-000	JUST CRT TECH-INTEREST EARNINGS	2,260.98
6-1243-361-10-000-000-0-000	CONTRIBUTIONS FUND-INTEREST EARNINGS	1,016.29
6-1245-361-10-000-000-0-000	JUST CRT BLDG SEC-INTEREST EARNINGS	322.99
6-1247-361-10-000-000-0-000	LAW LIBRARY-INTEREST EARNINGS	3,064.97
6-1250-361-10-000-000-0-000	SUPPL CRT GRDNSHP-INTEREST EARNINGS	81.89
6-1255-361-10-000-000-0-000	CO&DIST CRT TECH-INTEREST EARNINGS	45.29
	Total Special Revenue Funds	$418,228.51

DEBT SERVICE FUNDS

6-1401-361-10-000-000-0-000	NOTES PAYABLE-INTEREST EARNINGS	$1,782.13
6-1436-361-10-000-000-0-000	CO 2006-INTEREST EARNINGS	3,938.11
6-1438-361-10-000-000-0-000	REF BONDS 2007-INTEREST EARNINGS	1,937.28
6-1439-361-10-000-000-0-000	CO 2009-INTEREST EARNINGS	1,855.91
6-1440-361-10-000-000-0-000	REF BONDS 2009A-INTEREST EARNINGS	468.55
6-1441-331-11-000-000-0-000	CO 2009B&C-BABS INTEREST REIMBURSEMENT	72,666.87
6-1441-361-10-000-000-0-000	CO 2009B&C-INTEREST EARNINGS	2,025.98
6-1442-331-11-000-000-0-000	CO 2010A&B-BABS INTEREST REIMBURSEMENT	166,666.02
6-1442-361-10-000-000-0-000	CO 2010A&B-INTEREST EARNINGS	4,687.09
6-1443-361-10-000-000-0-000	REF BONDS 2014A-INTEREST EARNINGS	1,862.98
6-1444-361-10-000-000-0-000	REF BONDS 2014B-INTEREST EARNINGS	7,937.50
6-1445-361-10-000-000-0-000	CO 2014-INTEREST EARNINGS	905.66

6-1446-361-10-000-000-0-000	REF BONDS 2014C-INTEREST EARNINGS	1,117.47
6-1447-361-10-000-000-0-000	CO 2015A-INTEREST EARNINGS	955.87
6-1448-361-10-000-000-0-000	REF BONDS 2015B-INTEREST EARNINGS	853.48
6-1449-361-10-000-000-0-000	REF BONDS 2015C-INTEREST EARNINGS	1,591.18
	Total Debt Service Funds	$271,252.08
PROPRIETARY FUNDS		
6-2102-391-03-000-426-0-000	TRANSFERS IN-JAIL COMMISSARY TRUST FUND	$468,251.33
	Total Proprietary Funds	$468,251.33

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/18/16
Date

AI-56889 **Budget and Management** **23. E. 5.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Bail Bond Board (1100):
Approval of 2016 appropriation of funds for the Bail Bond Board in the amount of $1,500.00 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-415-00-150-002-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds from the G/F-Restricted F/B-Bail Bond Board in the amount of $1,500.00; funds available as of 10-13-16 (refer to acct #6-1100-255-02-000-008-0-000).

Attachments

Bail Bond Board Appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	10/18/2016 04:15 PM
Budget & Management	Veronica Ortiz	10/18/2016 04:45 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Ivan Cantu		Started On: 10/13/2016 11:43 AM
Final Approval Date: 10/21/2016		

DATE: October 25, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for Bail Bond Board

ACCOUNT NUMBER: 6-1100-415-00-150-002-0-XXX

Contact Person: Ivan Cantu Ph#: Ext. 5425

2016
Appropriation

AI-56889, CC 10-25-16

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
6-1100-415-00-150-002-0- 339	Bail Bond Board-	Other Prof. Svcs	500.00
6-1100-415-00-150-002-0- 610	Bail Bond Board-	General Supplies	500.00
6-1100-415-00-150-002-0- 660	Bail Bond Board-	Furn. & Equip-Controlled	500.00
		TOTAL BUDGET INCREASE (DECREASE)	**1,500.00**

REASON: Appropriation of funds for the Bail Bond Board to fund various operating expenditures. **Monies to be taken from the G/F-Restricted F/B-Bail Bond Board account (1100-255-02-000-008-0-000).**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

AI-56953 **Purchasing Department** **24. A. 1.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to appoint Evaluation Committee (as recommended on exhibit A) for Psychological Evaluation Services for all Hidalgo County Law Enforcement Agencies

BACKGROUND

(For the purpose of scoring and ranking)
Recommended Evaluation Committee:
Captain Raul Cantu, HCSO
Sgt. David Friedlein, IA - HCSO
Virginia Rodriguez, HR - HCSO
Yvette Salinas, Purchasing Department

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Services are on an ***"as needed"*** basis. Each law enforcement agency should have funds in place upon requesting services in their respective account under obj. code 331 "Physician Svcs".

Attachments

exh A

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/20/2016 10:04 AM
Ivan Cantu	Ivan Cantu	10/20/2016 01:19 PM

Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Heidi Ortiz		Started On: 10/19/2016 04:09 PM
Final Approval Date: 10/21/2016		

EXHIBIT "A"

EVALUATION COMMITTEE

Capt. Raul Cantu – HCSO
Sgt. David Friedlein – IA – HCSO
Virginia Rodriguez – HR – HCSO
Yvette Salinas – PURCHASING DEPARTMENT

AI-56812 **Purchasing Department** **24. A. 2.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance & approval of Bid received meeting all Specifications/Requirements for a one time expenditure through a Purchase Order for equipment for Hidalgo County through RFB No.: 2016-217-09-04-SGS - "Purchase of (12) Used 2012 or 2013 International and/or Kenworth Tractor Trucks and (12) Used 2012 Tytal and/or Global Vacuum Trucks"

BACKGROUND

Awarded vendor will be Izaguirre Transportation, LLC
Equipment will be divided among the four Precincts, each will be assigned 3 Tractors & 3 Vacuum Trailers. Distribution will be discussed and approved by Commissioner's Court on 10/25/16.
Reference Agenda Items 56934 & 56948 for appropriation of Funds
For the total amount of $1,440,000.00

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-413-30-125-004-0-751/752

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

BUDGETARY IMPACT:

Funds available pending approval of **AI #56934 & 56948, CC 10-25-16;** appropriation of funds from the R & B unassigned f/b in the amount of $1,311,550.77 and interfund transfer from Co. Wide Adm.-Contingency (1100) to Co. Comm. (1200) in the amount of $128,449.23, respectively for a **total of $1,440,000.00.**

Attachments

Email from Budget
Recommendations
Equipment Back up
Participation Log
Tabulation Sheet
FORM 1295
SAM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/20/2016 08:29 AM

Ivan Cantu	Ivan Cantu	10/20/2016 10:10 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Sandy Suarez		Started On: 10/06/2016 04:49 PM
Final Approval Date: 10/21/2016		

Zimbra **sandy.suarez@co.hidalgo.tx.us**

Re: AI-56812

From : Debbie Tamez <debbie.tamez@co.hidalgo.tx.us> Wed, Oct 19, 2016 02:02 PM
Subject : Re: AI-56812
To : Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>
Cc : Damaris SanMiguel <damaris.sanmiguel@co.hidalgo.tx.us>

Good afternoon Sandy,

CC approval of the distribution of the equipment is not required; it will be discussed in CC for the record with AI-56812. Please have the agenda item moved to the CC Regular meeting on 10/25/16. Also, the requisition number will be provided after the CC meeting.

Let me know if you have any questions or concerns.

Thank you,

Debbie L. Tamez
Budget Analyst III
Hidalgo County Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg, Texas 78539
Office: (956) 292-7025 Ext.5427
Fax: (956) 292-7035
debbie.tamez@co.hidalgo.tx.us

From: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
To: "Debbie Tamez" <debbie.tamez@co.hidalgo.tx.us>
Sent: Wednesday, October 19, 2016 11:58:39 AM
Subject: Re: AI-56812

Good Morning Ms. Debbie,

Thank for informing me, but the reason my AI is for 11/08/16, is because I can not proceed without the approval of the distribution of equipment first, by the Commissioner's and I also need a Requisition number to reference for the Purchase of equipment.

Any questions and or concerns, please let me know.

From: "Debbie Tamez" <debbie.tamez@co.hidalgo.tx.us>
To: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: Wednesday, October 19, 2016 11:23:07 AM
Subject: AI-56812

Good morning Sandy,

I have created AI-56934 to fund AI-56812. Can you please reference it on your agenda item? Also, will you be moving AI-56812 to the meeting on 10/25th? I see it is currently set to the 11/08th meeting.

Thank you,

Debbie L. Tamez

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

Department's Recommendation)

TO:

Hon. A. C. Cuellar, Commissioner Hidalgo County Precinct No. 1 Attn: Raul Lozano/Katia Garcia	**Hon. Eddie Cantu, Commissioner** Hidalgo County Precinct No. 2 ATTN: Armando Garcia/Erika Zamora
Hon. Joe Flores, Commissioner Hidalgo County Precinct No. 3 ATTN: Mingo Villarreal/Norma Ceballos	**Hon. Joseph Palacios, Commissioner** Hidalgo County Precinct No. 4 ATTN: Maria "Lulú" Lucio/Nick Perez

FROM: Sandy Suarez[SS], Buyer II
Hidalgo County Purchasing Department

DATE: **September 15, 2016**

RE: **BID AWARD RECOMMENDATION REQUEST-***Bid No. 2016-217-09-14-SGS- "Purchase of (12) Used 2012-2013 International and/or Kenworth Track Trucks and (12) 2012 Used Tytal and/or Global Vacuum Trailers"*

We have received one (1) bid response in reference with the above-mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Friday, September 23, 2016 @ 3:00 p.m.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS) (i.e. low bidder, sole bidder)
1. Izaguirre Transportation, LLC	sole bidder meeting specifications
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 6-1200-431-00-125-030-0-XXX
object code will be determined by OBM upon appropriation.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
[signature]	Erika Zamora	Pct 2	9-27-16

Enclosures

Pct 2

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
Department's Recommendation)

TO:

Hon. A. C. Cuellar, Commissioner Hidalgo County Precinct No. 1 Attn: Raul Lozano/Katia Garcia	**Hon. Eddie Cantu, Commissioner** Hidalgo County Precinct No. 2 ATTN: Armando Garcia/Erika Zamora
Hon. Joe Flores, Commissioner Hidalgo County Precinct No. 3 ATTN: Mingo Villarreal/Norma Ceballos	**Hon. Joseph Palacios, Commissioner** Hidalgo County Precinct No. 4 ATTN: Maria "Lulú" Lucio/Nick Perez

FROM: Sandy Suarez[SS], Buyer II
Hidalgo County Purchasing Department

DATE: **September 15, 2016**

RE: **BID AWARD RECOMMENDATION REQUEST-***Bid No. 2016-217-09-14-SGS- "Purchase of (12) Used 2012-2013 International and/or Kenworth Track Trucks and (12) 2012 Used Tytal and/or Global Vacuum Trailers"*

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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS) (i.e. low bidder, sole bidder)
1. Bazuin Transportation	Sole Bidder. meeting all specs
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: County Wide Acct.

	Joe M. Flores	Pct #3	9/16/16
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

Pct 3

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
SEP 19 2016
By

MEMORANDUM
Department's Recommendation)

TO:

Hon. A. C. Cuellar, Commissioner Hidalgo County Precinct No. 1 Attn: Raul Lozano/Katia Garcia	**Hon. Eddie Cantu, Commissioner** Hidalgo County Precinct No. 2 ATTN: Armando Garcia/Erika Zamora
Hon. Joe Flores, Commissioner Hidalgo County Precinct No. 3 ATTN: Mingo Villarreal/Norma Ceballos	**Hon. Joseph Palacios, Commissioner** Hidalgo County Precinct No. 4 ATTN: Maria "Lulú" Lucio/Nick Perez

FROM: Sandy Suarez[SS], Buyer II
Hidalgo County Purchasing Department

DATE: **September 15, 2016**

RE: **BID AWARD RECOMMENDATION REQUEST-*Bid No. 2016-217-09-14-SGS- "Purchase of (12) Used 2012-2013 International and/or Kenworth Track Trucks and (12) 2012 Used Tytal and/or Global Vacuum Trailers"***

We have received one (1) bid response in reference with the above-mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Friday, September 23, 2016 @ 3:00 p.m.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS) (i.e. low bidder, sole bidder)
1. Izaguirre Transportation	Lowest bidder and met specifications
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: TBD by Budget

Maria D. Lucio	Maria D. Lucio	Precinct 4	9-15-16
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

Pct 4

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB
Purchasing Agent
2812 S. Business Highway 281
Edinburg, TX 78539
Phone:(956) 318-2626
Fax:(956) 318-2629

September 9, 2016

RE: RFB "Purchase (12) used 2012 or 2013 International and/or Kenworth tractor Trucks and (12) used 2012 Tytal and or Global Vacuum trailers"
Bid No: 2016-217-09-14-SGS

Dear Mrs Salazar:

We are delighted with the opportunity to present our bid for the purchase of (12) used 2012 or 2013 International and/or Kenworth tractor Trucks and (12) used 2012 Tytal and or Global Vacuum trailers. Attached is an exhibit with the specifications of the trucks and trailers being presented in this bid package. We are submitting (3) - 2012 International tractor trucks and (9) 2013 Kenworth Tractor trucks with (10) – 2012 Tytal vacuum trailers and (2)- 2012 Global vacuum trailers. We believe that all specifications are met and exceeded. We have submitted a quote for the equipment and will provide a 6 months warranty on engine, transmission, vacuum pump and PTO if it was not caused by accident or misuse of equipment. If you have any questions please feel free to call me at (956) 240-3246. Thank you very much for your time and consideration in this matter.

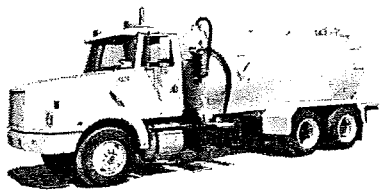
Sincerely,

Aniceto Izaguirre

Aniceto Izaguirre
President

IZAGUIRRE TRANSPORTATION, LLC

7413 N. La Homa Rd
Mission,TX 78574
Ph:956-584-0554



Email: diana.izaguirre@yahoo.com

Quote

Date	Invoice #
9/9/2016	4352

Bill To

Hidalgo County Purchasing Dept
2802 US-281 BUS
Edinburg, TX 78539

PO#	Due Date
	10/31/2016

Date	Truck#/Vacuum...	Equipment	Description	Price	Amount
09/09/2016	1	2012 International	Vin# 1HSXYSJR7CJ611410 Miles: 101,505 Model: 5900I SBA 6x4 Pro Star-Max Force13 Engine 475 HP/2100 RPM PTO and Gardner Denver Pump included	90,000.00	90,000.00
09/09/2016	1	2012 TYTAL	Vin#3T1L1T626CC000111 130 BBL Steel Vacuum Model; 42 ft Length x 98 in Width x 10'6" Height; 11R24.5 Tires; Fixed Tandem Axle; Steel Composition; 5,460 gal Capacity; 130 BBL STEEL VACUUM TRAILER License Plate# 011B129 Trailer color - white	30,000.00	30,000.00

OPENED
9:48
9-14-16
Witnessed

Field Office:
7568 South Hwy 16
Jourdanton, Tx 78026
Phone: (956)378-0090
Dispatch: (830)277-1515

Total	$120,000.00
Balance Due	$120,000.00

International
Vehicle Information

Serial Numbers

VIN : 1HSXYSJR7CJ611410

Description	Location	ATA Code	Current Serial Number	Original Serial Number
AFTER TREATMENT ASSEMBLY		043	0022957	0022957
ELEC VEH PERF MOD / ENG		230	081013430162130	081013430162130
ENGINE		045	125HM2Y4122403	125HM2Y4122403
TRANSMISSION, MANUAL		026	S0893256	S0893256

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All times are: (UTC-06:00) Central Time (US & Canada)
2016/04/21 15:49 BRKSVW315

International
Vehicle Information

Components

VIN : 1HSXYSJR7CJ611410 **126 components found.** Export

S.No	Class Description	Parts Catalog Component	Component Line Drawing	Description
1	FRAMES	0001CCU	0001CCU	FRAME RAILS 120,000 PSI YIELD 353.4" OAL Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" x 353.4" OAL
2	FRAMES	0001LNZ	0001LNZ	FRT BUMPER-FULL WIDTH AERO CHROME PLT Full Width, Aerodynamic, Steel, Chrome Plated
3	FRAMES	0001616	0001616	TAPERED REAR FRAME RAILS
4	FRONT AXLES	0002ARW	0002ARW	FR AXLE 12K MTOR MFS-12-143A WIDE TRK Wide Track, I-Beam Type, 12,000-lb Capacity
5	FRONT SUSPENSIONS	0003ADC	0003ADC	12,000-LB FRT PARABOLIC TAPER LEAF SUSP Parabolic, Taper Leaf; 12,000-lb Capacity; With Shock Absorbers
6	BRAKES	0004AAB	0004AAB	2-ADDL 30/30 HALDEX PARK BRAKE CHAMBERS Spring Brake Type; 30/30 Sqln
7	BRAKES	0004AZA	0004AZA	BENDIX AIR BRAKE ABS Full Vehicle Wheel Control System (4-Channel)
8	BRAKES	0004EAH	0004EAH	AIR DRYER BENDIX AD-9 With Heater, Standard Location
9	BRAKES	0004ERR	0004ERR	MERITOR Q-PLUS FRONT BRAKE
10	BRAKES	0004ERS	0004ERS	MERITOR Q-PLUS REAR BRAKE
11	BRAKES	0004ESX	0004ESX	FRT CHAMBERS HALDEX 20" 20 Sqln
12	BRAKES	0004EVL	0004EVL	REAR BRAKE CHAMBERS HALDEX GC3030LHDHO 30/30 Spring Brake
13	BRAKES	0004JCJ	0004JCJ	16.5X5 FRT S-CAM W/20" L/S CHAMBERS S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
14	BRAKES	0004NDB	0004NDB	16.5X7 R S-CAM BRKS 30/30 L/S CHAMBERS S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
15	BRAKES	0004SPM	0004SPM	AIR COMPRESSOR 15.9 CFM SINGLE CYLINDER 15.9 CFM Capacity, Single Cylinder
16	BRAKES	0004WAN	0004WAN	MT 2 A/TKS U/BB O/S LT RAIL BOC 90DEGREE Mounted Under Battery Box, Outside Left Rail, Back of Cab; Perpendicular to Rail
17	BRAKES	0004WDT	0004WDT	SPRING BRAKE VALVE RELAY With Relay function

18	BRAKES	0004092	0004092	TRACTOR DUAL AIR BRAKE SYSTEM Dual System for Tractor Applications
19	STEERING	0005PSA	0005PSA	1-PWR STRG GEAR SHEPPARD M100 Power
20	STEERING	0005WAL	0005WAL	STRG WHL BLK 2-SPK 2-Spoke; 20" Dia., Black
21	STEERING	0005710	0005710	STRG COL, TILT & TELE Tilting and Telescoping
22	EXHAUST SYSTEMS	0007DWX	0007DWX	EXH DU VERT/VERT BRT TEAR DROP GUARDS Single, Horizontal Aftertreatment Device Frame Mounted Right Side Under Sleeper; Includes Bright Dual Vertical Tail Pipes and Bright Tear Drop Design Guards; Cab "B" Pillar Mounted
23	EXHAUST SYSTEMS	0007SDA	0007SDA	ENG COMPRESSION BRAKE MF 11 & 13 by Jacobs; for MaxxForce 11 & 13 Engines, With Selector Switch and On/Off Switch
24	EXHAUST SYSTEMS	0007WBB	0007WBB	TAIL PIPE TURN BACK BRIGHT DUAL (2) Turnback Type, Bright, for Dual Exhaust
25	ELECTRICAL SYSTEMS	0008GGN	0008GGN	160 AMP 12V ALT BOSCH LH160 Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount
26	ELECTRICAL SYSTEMS	0008RBZ	0008RBZ	AUXILIARY CB SPEAKER With Jack for CB; Mounted Left Side Above Driver's Door
27	ELECTRICAL SYSTEMS	0008RDG	0008RDG	1-ANTENNA BASE MTD TO LEFT MIR CB/AM/FM (1) Dual Function, for CB and Entertainment Radio, With Splitter, Lead-In and Dual Function Antenna; Mounted on Left Mirror
28	ELECTRICAL SYSTEMS	0008RKH	0008RKH	AM/FM/WB, CLOCK, CD, AUX INPUT, USB AM/FM Premium Stereo, With CD Player, Weatherband, Clock, Front & Rear Aux Input, USB Port, and Multiple Speakers, Includes iPod Command and Control
29	ELECTRICAL SYSTEMS	0008WHJ	0008WHJ	RECTANGULAR BELL,CHROME AIR HORNS Rectangular Bell; Chrome
30	ELECTRICAL SYSTEMS	0008WJK	0008WJK	BATT BOX STL LSM BOFT 30"W 2-4 CAP Steel, With Plastic Cover, 18" Long By 30" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Behind Fuel Tank
31	ELECTRICAL SYSTEMS	0008WNH	0008WNH	DAYTIME RUNNING LIGHTS Daytime
32	ELECTRICAL SYSTEMS	0008WXG	0008WXG	START MOTOR MITSUBISHI 12-Volt, with Soft-Start
33	ELECTRICAL SYSTEMS	0008WZC	0008WZC	2-BEACON LIGHTS CAB MOUNTED (2) Cab Mounted, Includes Mounting Brackets, Wiring and Switch on Dash
34	ELECTRICAL SYSTEMS	0008XAH	0008XAH	MANUAL-RESET CIRC BREAKERS (MAIN PANEL) Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
35	ELECTRICAL SYSTEMS	0008000	0008000	ELEC SYS (12 VOLT) 12-Volt, Standard Equipment
36	ELECTRICAL SYSTEMS	0008718	0008718	POWER SOURCE (CIGAR-TYPE RECEPTACLE) Cigar Type Receptacle without Plug and Cord
37	FRONT END	0009HAN	0009HAN	SOUND INSULATION UNDER HOOD for Sound Abatement
38	FRONT END	0009HBN	0009HBN	INSULATION SPLASH GUARD/ SOUND ABATEMENT for Sound Abatement
39	FRONT END	0009WAC	0009WAC	BUG SCREEN Front End; Mounted Behind Grille
40	FRONT END	0009107	0009107	FIBERGLASS TILTING FRONT END Tilting, Fiberglass
41	SPEEDOMETER, TOOLS, MISC	0010GCG	0010GCG	A/S 5TH FONT 24" SLD SL7ATB675024 24" Slide, Cast Top Plate, 6.75" Above Top of Frame; Left Side Release
42	SPEEDOMETER, TOOLS, MISC	0010WPS	0010WPS	MUD FLAP HOLDERS, BRT FINISH Spring Loaded, Bright Finish; With Red and White Reflective Tape; Less Flaps
43	SPEEDOMETER, TOOLS, MISC	0010WPZ	0010WPZ	MUD FLAPS L/LOGO BLACK Black Poly, Anti-Sail, Anti Spray, Less Logo; Less Holders

44	SPEEDOMETER, TOOLS, MISC	0010000	0010000	SPEEDO & MISC and Miscellaneous
45	SPEEDOMETER, TOOLS, MISC	0010130	0010130	SINGLE COLOR 130 PT SCHEMATIC Single Color, Design 130 for 51" or 56" Low-Roof Sleeper Cab/Chassis
46	SPEEDOMETER, TOOLS, MISC	0010210	0010210	EMISSION LABELS (FUEL ECONOMY/NOISE) Emissions, Fuel Economy and Noise. DO NOT ORDER-FOR FACTORY USE ONLY
47	SPEEDOMETER, TOOLS, MISC	0010761	0010761	PAINT-BASE COAT/CLEAR COAT 1-2 TONE Base Coat/Clear Coat, 1-2 Tone
48	CLUTCH	0011MGR	0011MGR	CLUTCH 15.5" EATON SOLO ADVANTAGE Self-Adjusting, Two-Plate, Cast Angle Spring; Ceramic, 15.5" Diameter, Soft Clutch 7-Spring Damper, Mechanical Pull-Type Control, 1700 lb-ft Torque Capacity
49	ENGINE	0012BAW	0012BAW	MAXXFORCE 13 475HP/2100 RPM GOV SPD EPA 2010, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max)
50	ENGINE	0012THX	0012THX	FAN DRIVE VISCOUS HORTON V-MASTER-ULTRA Viscous
51	ENGINE	0012UBH	0012UBH	RAD 1564" CAC 1572" LTR 1293" Aluminum; Welded, Front to Back Down Flow System, 1564 Sqln, 1572 Sqln Dual CAC, 1293 Sqln 3 Core LTR
52	ENGINE	0012UXH	0012UXH	2010 FEDERAL EMISSIONS MAXXFORCE 13 for 2010; MaxxForce 13 Engines
53	ENGINE	0012VBA	0012VBA	DUAL POL S/S AIR CLEANERS Dual; Polished Stainless Steel; Mounted One on Each Side of Cowl Ahead of The Doors
54	ENGINE	0012WCX	0012WCX	HOSE CLAMPS GATES SHRINK BAND Shrink Band Type
55	ENGINE	0012WEG	0012WEG	AUTO COLD START W/ENGINE ECM CONTROL Automatic; With Engine ECM Control
56	ENGINE	0012WTA	0012WTA	FAN DRIVE SPECIAL EFFECTS COOLING RING Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
57	ENGINE	0012WZE	0012WZE	EMISSION COMPLIANT FEDERAL NOT CA Federal, Does Not Comply With California Clean Air Idle Regulations
58	TRANSMISSION	0013GNB	0013GNB	FULLER FRO-17210C 10-SPD TRANS W/OD 10-Speed Manual, With Overdrive, With Air Shift, With Internal Lube Oil Pump
59	TRANSMISSION	0013WGJ	0013WGJ	OIL CLR MAN XMSN WATER TO OIL Water to Oil Type Included in Radiator End Tank (REQUIRES TRANSMISSION LUBE PUMP)
60	TRANSMISSION	0013WLB	0013WLB	TRANS OIL-SAE 50W SYNTHETIC Synthetic; 22 thru 33.99 Pints
61	REAR AXLES, SUSPENSIONS	0014GVU	0014GVU	MERITOR MT-40-14X-4DFR-P 40K R/AXLE Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends, With Lube Oil Pump
62	REAR AXLES, SUSPENSIONS	0014UKZ	0014UKZ	HEND HAS402-55 AIR SUSP 40000# 55" 55" Axle Spacing; 40,000-lb Capacity, 9.5" Ride Height, With Shock Absorbers Mounted in Standard Location
63	REAR AXLES, SUSPENSIONS	0014899	0014899	HTG CNTRL AIR SUSPN//DUMP Pressure Release Control In Cab
64	FUEL TANKS	0015DGB	0015DGB	2-FL TK UC AL 100G LT/RT 24"DIA Top Draw; Polished Aluminum, 24" Diam., 100 U.S. Gal., 378L Capacity; Total Capacity 200 U.S. Gal., 757L; with Dual Supply & Return lines and Less Equalizer Line, Mounted Left & Right, Under Cab
				FUEL/WATER SEPARATOR RACOR Fuel Pre-Filter

65	FUEL TANKS	0015LKU	0015LKU	and Filter Base, Includes Water-In-Fuel Sensor
66	CABS, COWLS, BODIES	0016AUB	0016AUB	CAB SLEEPER 51" LOW-ROOF Conventional, Low-Roof Sleeper Cab; 51" Seat to Inside Back of Cab, with 37" Wide Bunk
67	CABS, COWLS, BODIES	0016CDL	0016CDL	INTERIOR TRIM ACCENT COLOR DARK TAN Dark Tan
68	CABS, COWLS, BODIES	0016HBM	0016HBM	ENG GA CLUSTER W/ENG SPEEDO IVORY FACE Ivory Face; English with English Electronic Speedometer and with Tachometer; Includes Electronic Display Odometer, Trip Odometer, Engine Hours and Engine Trip Hours for Air Brake Chassis, Includes Total PTO Hours, Total Idle Hours, and Instant Fuel Econ
69	CABS, COWLS, BODIES	0016HHK	0016HHK	LOAD INDICATING GAUGE With Chrome Bezel; for Use With Rear Air Suspension
70	CABS, COWLS, BODIES	0016JPE	0016JPE	DRIVER SEAT NAT'L Air Suspension, High Back, Vinyl Boxing With Cloth Facing, 2 Arm Rests Isolator, 7.5" Adjuster, 3 Chamber Lumbar, 6 Way Front Cushion Adjust, 3 Way Rear Cushion Adj, 6-23 Degree Back Angle Adjust, Vinyl Suspension Cover, Non-Swivel, Map Pocket
71	CABS, COWLS, BODIES	0016PNK	0016PNK	PASSENGER SEAT NAT'L Non Suspension, High Back, Vinyl Boxing With Cloth Facing, Two Arm Rest, 11 Degree Back Angle Adjustment
72	CABS, COWLS, BODIES	0016SAJ	0016SAJ	FAN IN SLEEPER BUNK AREA in Bunk Area
73	CABS, COWLS, BODIES	0016VAP	0016VAP	CAB INT TRIM EAGLE 51" LO ROOF Eagle Level; Vinyl, for 51" Low-Roof Sleeper Cab
74	CABS, COWLS, BODIES	0016VSP	0016VSP	CAB AIR SUSPENSION Frame Mounted Cab Rear Air Suspension; Includes Integrated Crossmember, for Sleeper Cab
75	CABS, COWLS, BODIES	0016WAK	0016WAK	POWER WINDOWS (LT&RT DOORS) in Left and Right Doors
76	CABS, COWLS, BODIES	0016WJG	0016WJG	POWER DOOR LOCKS Power
77	CABS, COWLS, BODIES	0016WKB	0016WKB	HTR&A/C (INTERNATIONAL BLEND-AIR) With Integral Heater & Defroster
78	CABS, COWLS, BODIES	0016WKR	0016WKR	WINDSHIELD SINGLE PIECE Single Piece
79	CABS, COWLS, BODIES	0016WSM	0016WSM	2-MIRRORS 16"X 7" HEAT RT/POWER ONLY West Coast Type, Rectangular, Heated Heads, Less Lights, Left Head Non-Motorized and Right Head Motorized, Bright Heads & Brackets, 16" x 7" & Convex Mirror, 102" Inside Spacing
80	CABS, COWLS, BODIES	0016XWD	0016XWD	EXTERIOR SUNSHADE PAINTED AERO Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights
81	CABS, COWLS, BODIES	0016ZDU	0016ZDU	GRAB HANDLES EXTERIOR (TOWEL BAR TYPE) Exterior; Towel Bar Type In Lieu Of Non-Bright Grab Handles; for use with Cab or Cab/Sleeper Non-Bright Access, Without Frame Access or Chassis Skirts
82	CABS, COWLS, BODIES	0016000	0016000	TRANS COVER, FLOOR MATS, SEALS Transmission Cover, Floor Mats and Seal DO NOT ORDER-FOR FACTORY USE ONLY
83	CABS, COWLS, BODIES	0016554	0016554	2 HEATER GATE VALVES Gate Valve Type
84	WHEELS, TIRES - FRONT	0027DMK	0027DMK	DISC FR WHL 24.5X8.25 P/AL DISC; 24.5x8.25 Rims, Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
85	WHEELS, TIRES - REAR	0028DMK	0028DMK	DUAL DISC RR WHL 24.5X8.25 P/AL DUAL DISC; 24.5x8.25 Rims, Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
86	WARRANTY	0040011	0040011	HEAVY DUTY STD WARRANTY Heavy Duty Standard

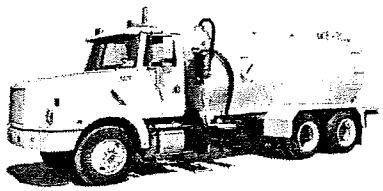
87		0217LTR	0217LTR	
88		0225LTA	0225LTA	
89		0225LTH	0225LTH	
90	BRAKES	0504306	0504306	R/S AUTO-SLACK ADJSTRS-FRONT Automatic
91	BRAKES	0504355	0504355	R/S AUTO-SLACK ADJSTRS-REAR Automatic
92	BRAKES	0504360	0504360	STEEL AIR TANK W/THREAD O-RING PORTS Steel, With Straight Thread O-Ring Ports
93	BRAKES	0504438	0504438	MERITOR MA212 FRONT BRAKE LININGS Non-Asbestos for S-Cam Brake
94	BRAKES	0504439	0504439	MERITOR MA212 REAR BRAKE LININGS Non-Asbestos for S-Cam Brake
95	DRIVELINES	0506001	0506001	TRANSMISSION OUTPUT YOKE
96	DRIVELINES	0506007	0506007	FORWARD REAR AXLE INPUT YOKE
97	DRIVELINES	0506008	0506008	FORWARD REAR AXLE REAR OUTPUT YOKE
98	DRIVELINES	0506010	0506010	REAR REAR AXLE INPUT YOKE or Single Rear Axle Input
99	DRIVELINES	0506100	0506100	DRIVELINE LABOR for Driveline Labor
100	DRIVELINES	0506102	0506102	FIRST CENTER BEARING
101	DRIVELINES	0506110	0506110	CENTER BEARING MOUNTING PARTS
102	EXHAUST SYSTEMS	0507031	0507031	TAIL PIPE HEIGHT 10' 10'
103	SPEEDOMETER, TOOLS, MISC	0510000	0510000	BULK MATERIAL
104	MISC	0510002	0510002	SERVICE ASM; CAB, DCM, HARNESS, IP
105	SPEEDOMETER, TOOLS, MISC	0510885	0510885	VEPS IDENTITY SART
106	SPEEDOMETER, TOOLS, MISC	0510887	0510887	YELLOW EXTENDED LIFE COOLANT EFFECTS for Ultra Yellow Extended Life Coolant Effects
107	SPEEDOMETER, TOOLS, MISC	0510890	0510890	VEPS IDENTITY MSM 2010 for Multiplex Signal Module, Version P with 2010 Emissions
108	SPEEDOMETER, TOOLS, MISC	0510901	0510901	HD2 IDENTITY HD2
109	SPEEDOMETER, TOOLS, MISC	0510936	0510936	VEPS IDENTITY for EC-60 ABS
110	SPEEDOMETER, TOOLS, MISC	0510974	0510974	ENGINEERING PROG ID 2010 EMISSIONS STD for 2010 EPA Emissions Standards
111	SPEEDOMETER, TOOLS, MISC	0510992	0510992	ENGINEERING PROG ID 10" RAILS 5900 for 10" Rails on 5900
112	SPEEDOMETER, TOOLS, MISC	0510993	0510993	VEPS IDENTITY Electronic Diagnostics
113	ENGINE	0512043	0512043	COOLANT FILTER 2010 MF 11 & 13 ENGINES for 2010 MaxxForce 11 and 13 Engines
114	CABS, COWLS, BODIES	0516020	0516020	CABINET FOOTLOCKER WITH TV/VCR SHELF Storage, At Foot of Bunk, With Provisions for TV/VCR Storage with Tie down and Power Source, Eagle Trim Level, Conventional Sleeper Cab
115	WHEELS MISC OPTIONS	0529001	0529001	LUBE FRT WHL BEARINGS
116	WHEELS MISC OPTIONS	0529002	0529002	LUBE REAR WHL BEARINGS
117	MISC	0530100	0530100	TIRES
118	BODY & CHASSIS PAINT	0535001	0535001	PAINT COLOR GROUP NO. 01 No. 01
119	BODY & CHASSIS PAINT	0535011	0535011	IDENTITY CODE FOR STD PAINT COLORS ONLY for Internal Order Coding
120	BODY & CHASSIS PAINT	0535012	0535012	PAINT CHASSIS COLOR GROUP WATER/URETHANE Water Bourne Urethane, Standard Chassis Black

121		0738422	0738422	
122	BRAKES	0804WWM	0804WWM	(3) DRAIN VALVES WITH PULL CHAIN Manual; With Pull Chains, for Air Tanks
123	ELECTRICAL SYSTEMS	0808WML	0808WML	DUAL WORK LIGHTS-MOUNTED ON SLEEPER (2) Pedestal Type; Mounted to Top Rear Back of Cab Below Drip Rail
124	SPEEDOMETER, TOOLS, MISC	0810000	0810000	5TH WHL ON RR AXLE CENTERLINE On Rear Axle Centerline
125	ENGINE	0812BAG	0812BAG	MANUAL FAN DRIVE OVERRIDE Manual; With Electric Switch on Instrument Panel, (Fan On With Switch On)
126	FRONT END	0840353	0840353	RR QTR FENDERS (BLK PLASTIC)(FRAME MTD) for Rear Wheels, Black Plastic; Frame Mounted.

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2016/04/21 15:49 BRKSVW315

IZAGUIRRE TRANSPORTATION, LLC

7413 N. La Homa Rd
Mission,TX 78574
Ph:956-584-0554



Email: diana.izaguirre@yahoo.com

Quote

Date	Invoice #
9/9/2016	4353

Bill To

Hidalgo County Purchasing Dept
2802 US-281 BUS
Edinburg, TX 78539

PO#	Due Date
	10/31/2016

Date	Truck#/Vacuum...	Equipment	Description	Price	Amount
09/09/2016	2	2012 International	Vin# 1HSXYXJR3CJ078908 Miles: 114,042 Model: 5900I SBA 6x4 Pro Star-Max Force13 Engine 475 HP/2100 RPM PTO and Gardner Denver Pump included	90,000.00	90,000.00
09/09/2016	2	2012 TYTAL	Vin#3T1L1T626CC000112 130 BBL Steel Vacuum Model; 42 ft Length x 98 in Width x 10'6" Height; 11R24.5 Tires; Fixed Tandem Axle; Steel Composition; 5,460 gal Capacity; 130 BBL STEEL VACUUM TRAILER License Plate # 011B131 Trailer Color-white	30,000.00	30,000.00

OPENED
9:48
9-14-16
Witnessed

Field Office:
7568 South Hwy 16
Jourdanton, Tx 78026
Phone: (956)378-0090
Dispatch: (830)277-1515

Total	$120,000.00
Balance Due	$120,000.00

International
Vehicle Information

Serial Numbers

VIN : 1HSXYSJR3CJ078908

Description	Location	ATA Code	Current Serial Number	Original Serial Number
AFTER TREATMENT ASSEMBLY		043	0037316	0037316
ELEC VEH PERF MOD / ENG		230	081013430924230	081013430924230
ENGINE		045	125HM2Y4135620	4135620
FIFTH WHEEL		059	229411235	229411235
FRONT AXLE, NON-DRIVEN		011	MON00751995	MON00751995
IGNITION KEY NUMBER		402	K414	K414
REAR AXLE FRONT REAR DRVN		122	HN03821887	HN03821887
REAR AXLE REAR REAR DRVN		222	HN03821888	HN03821888
SEAT	S2	102	14101911010249	14101911010249
SEAT	S1	102	14101911011908	14101911011908
STEERING GEAR		015	11J02932	11J02932
TRANSMISSION, MANUAL		026	S0916733	S0916733

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2016/04/21 15:49 BRKSVW316

International
Vehicle Information

Components

VIN : 1HSXYSJR3CJ078908

129 components found. Export

S.No	Class Description	Parts Catalog Component	Component Line Drawing	Description
1	FRAMES	0001LNZ	0001LNZ	FRT BUMPER-FULL WIDTH AERO CHROME PLT Full Width, Aerodynamic, Steel, Chrome Plated
2	FRAMES	0001124	0001124	FRAME RAILS 110,000 PSI YIELD 353.4" Heat Treated Alloy Steel (110,000 PSI Yield); 12.250" x 3.375" x 0.375" x 353.4" OAL
3	FRAMES	0001570	0001570	TWO FRONT TOW HOOKS Frame Mounted
4	FRAMES	0001616	0001616	TAPERED REAR FRAME RAILS
5	FRONT AXLES	0002ASG	0002ASG	FR AXLE 13.2K MTOR MFS13143A WIDE TRK Wide Track, I-Beam Type, 13,200-lb Capacity
6	FRONT SUSPENSIONS	0003ADD	0003ADD	14,000-LB FRT PARABOLIC TAPER LEAF SUS Parabolic, Taper Leaf; 14,000-lb Capacity; With Shock Absorbers
7	BRAKES	0004AAB	0004AAB	2-ADDL 30/30 HALDEX PARK BRAKE CHAMBERS Spring Brake Type; 30/30 Sqln
8	BRAKES	0004AZA	0004AZA	BENDIX AIR BRAKE ABS Full Vehicle Wheel Control System (4-Channel)
9	BRAKES	0004EAW	0004EAW	AIR DRYER BENDIX (AD-IP) With Heater, Standard Location
10	BRAKES	0004ERR	0004ERR	MERITOR Q-PLUS FRONT BRAKE
11	BRAKES	0004ERS	0004ERS	MERITOR Q-PLUS REAR BRAKE
12	BRAKES	0004ETE	0004ETE	FRT CHAMBERS HALDEX 24" 24 Sqln
13	BRAKES	0004EVL	0004EVL	REAR BRAKE CHAMBERS HALDEX GC3030LHDHO 30/30 Spring Brake
14	BRAKES	0004NDH	0004NDH	16.5X8.625 R S-CAM BK 30/30 L/S CHAMBERS S-Cam; 16.5" x 8.625" Includes 30/30 Sq.In. Long Stroke Brake Chambers and Spring Actuated Parking Brake
15	BRAKES	0004SPM	0004SPM	AIR COMPRESSOR 15.9 CFM SINGLE CYLINDER 15.9 CFM Capacity, Single Cylinder
16	BRAKES	0004VEJ	0004VEJ	MOUNT 2 AIR TANKS : One Mounted Left Rail, Under Cab, One Mounted Under Right Rail Back of Cab
17	BRAKES	0004WDT	0004WDT	SPRING BRAKE VALVE RELAY With Relay function
18	BRAKES			INVERSION VALVE FOR TRACTOR ONLY and Double Check Valve; for Spring Brake Modulation with

		0004WWE	0004WWE	Tractor Application
19	BRAKES	0004092	0004092	TRACTOR DUAL AIR BRAKE SYSTEM Dual System for Tractor Applications
20	BRAKES	0004196	0004196	16.5"X 5" W/24" L/S CHAMBERS 16.5" x 5", Includes 24 SqIn Long Stroke Brake Chambers
21	STEERING	0005PSA	0005PSA	1-PWR STRG GEAR SHEPPARD M100 Power
22	STEERING	0005WBC	0005WBC	STRG WHL BLK LTHR 2-SPK 2-Spoke; 18" Dia., Black, Leather Wrapped
23	STEERING	0005710	0005710	STRG COL, TILT & TELE Tilting and Telescoping
24	EXHAUST SYSTEMS	0007DWX	0007DWX	EXH DU VERT/VERT BRT TEAR DROP GUARDS Single, Horizontal Aftertreatment Device Frame Mounted Right Side Under Sleeper; Includes Bright Dual Vertical Tail Pipes and Bright Tear Drop Design Guards; Cab "B" Pillar Mounted
25	EXHAUST SYSTEMS	0007SDA	0007SDA	ENG COMPRESSION BRAKE MF 11 & 13 by Jacobs; for MaxxForce 11 & 13 Engines, With Selector Switch and On/Off Switch
26	EXHAUST SYSTEMS	0007WBB	0007WBB	TAIL PIPE TURN BACK BRIGHT DUAL (2) Turnback Type, Bright, for Dual Exhaust
27	EXHAUST SYSTEMS	0007WBU	0007WBU	TAIL PIPE HEIGHT 11'6" 11' 6"
28	EXHAUST SYSTEMS	0007WZX	0007WZX	SWITCH 3 POSITION FOR EXHAUST TREATMENT 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF
29	ELECTRICAL SYSTEMS	0008GGN	0008GGN	160 AMP 12V ALT BOSCH LH160 Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount
30	ELECTRICAL SYSTEMS	0008RBZ	0008RBZ	AUXILIARY CB SPEAKER With Jack for CB; Mounted Left Side Above Driver's Door
31	ELECTRICAL SYSTEMS	0008RDG	0008RDG	1-ANTENNA BASE MTD TO LEFT MIR CB/AM/FM (1) Dual Function, for CB and Entertainment Radio, With Splitter, Lead-In and Dual Function Antenna; Mounted on Left Mirror
32	ELECTRICAL SYSTEMS	0008RDT	0008RDT	CB RADIO ACCOMODATION PKG-SPECIAL Accommodation Package; Accommodates Larger CB Radio, Includes Brackets and Velcro Straps, With Two Post Power Terminal and Direct Wire Power Option Mounted Center of Header
33	ELECTRICAL SYSTEMS	0008RKH	0008RKH	AM/FM/WB, CLOCK, CD, AUX INPUT, USB AM/FM Premium Stereo, With CD Player, Weatherband, Clock, Front & Rear Aux Input, USB Port, and Multiple Speakers, Includes iPod Command and Control
34	ELECTRICAL SYSTEMS	0008WBW	0008WBW	1-JUMP START STUD TERMINAL (REMOTE MTD) Remote Mounted
35	ELECTRICAL SYSTEMS	0008WHJ	0008WHJ	RECTANGULAR BELL,CHROME AIR HORNS Rectangular Bell; Chrome
36	ELECTRICAL SYSTEMS	0008WNH	0008WNH	DAYTIME RUNNING LIGHTS Daytime
37	ELECTRICAL SYSTEMS	0008WWH	0008WWH	BATT BOX AL LSM BOC Aluminum; With Bright Stainless Steel Cover, Mounted Perpendicular to Left Rail BOC
38	ELECTRICAL SYSTEMS	0008WXG	0008WXG	START MOTOR MITSUBISHI 12-Volt, with Soft-Start
39	ELECTRICAL SYSTEMS	0008XAH	0008XAH	MANUAL-RESET CIRC BREAKERS (MAIN PANEL) Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
40	ELECTRICAL SYSTEMS	0008000	0008000	ELEC SYS (12 VOLT) 12-Volt, Standard Equipment
41	ELECTRICAL SYSTEMS	0008718	0008718	POWER SOURCE (CIGAR-TYPE RECEPTACLE)

				Cigar Type Receptacle without Plug and Cord
42	FRONT END	0009HAN	0009HAN	SOUND INSULATION UNDER HOOD for Sound Abatement
43	FRONT END	0009HBN	0009HBN	INSULATION SPLASH GUARD/ SOUND ABATEMENT for Sound Abatement
44	FRONT END	0009WAC	0009WAC	BUG SCREEN Front End; Mounted Behind Grille
45	FRONT END	0009107	0009107	FIBERGLASS TILTING FRONT END Tilting, Fiberglass
46	SPEEDOMETER, TOOLS, MISC	0010GCG	0010GCG	A/S 5TH FONT 24" SLD SL7ATB675024 24" Slide, Cast Top Plate, 6.75" Above Top of Frame; Left Side Release
47	SPEEDOMETER, TOOLS, MISC	0010WPS	0010WPS	MUD FLAP HOLDERS, BRT FINISH Spring Loaded, Bright Finish; With Red and White Reflective Tape; Less Flaps
48	SPEEDOMETER, TOOLS, MISC	0010WPZ	0010WPZ	MUD FLAPS L/LOGO BLACK Black Poly, Anti-Sail, Anti Spray, Less Logo; Less Holders
49	SPEEDOMETER, TOOLS, MISC	0010000	0010000	SPEEDO & MISC and Miscellaneous
50	SPEEDOMETER, TOOLS, MISC	0010130	0010130	SINGLE COLOR 130 PT SCHEMATIC Single Color, Design 130 for 51" or 56" Low-Roof Sleeper Cab/Chassis
51	SPEEDOMETER, TOOLS, MISC	0010210	0010210	EMISSION LABELS (FUEL ECONOMY/NOISE) Emissions, Fuel Economy and Noise. DO NOT ORDER-FOR FACTORY USE ONLY
52	SPEEDOMETER, TOOLS, MISC	0010761	0010761	PAINT-BASE COAT/CLEAR COAT 1-2 TONE Base Coat/Clear Coat, 1-2 Tone
53	CLUTCH	0011MGR	0011MGR	CLUTCH 15.5" EATON SOLO ADVANTAGE Self-Adjusting, Two-Plate, Cast Angle Spring; Ceramic, 15.5" Diameter, Soft Clutch 7-Spring Damper, Mechanical Pull-Type Control, 1700 lb-ft Torque Capacity
54	ENGINE	0012BAW	0012BAW	MAXXFORCE 13 475HP/2100 RPM GOV SPD EPA 2010, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max)
55	ENGINE	0012THX	0012THX	FAN DRIVE VISCOUS HORTON V-MASTER-ULTRA Viscous
56	ENGINE	0012UBH	0012UBH	RAD 1564" CAC 1572" LTR 1293" Aluminum; Welded, Front to Back Down Flow System, 1564 Sqln, 1572 Sqln Dual CAC, 1293 Sqln 3 Core LTR
57	ENGINE	0012UXH	0012UXH	2010 FEDERAL EMISSIONS MAXXFORCE 13 for 2010; MaxxForce 13 Engines
58	ENGINE	0012VBA	0012VBA	DUAL POL S/S AIR CLEANERS Dual; Polished Stainless Steel; Mounted One on Each Side of Cowl Ahead of The Doors
59	ENGINE	0012WCG	0012WCG	HOSE CLAMPS(MINI FLEX SEAL)TYPE Coil Spring/"T"-Bolt Type, for Radiator Hoses over 1" I.D.
60	ENGINE	0012WEG	0012WEG	AUTO COLD START W/ENGINE ECM CONTROL Automatic; With Engine ECM Control
61	ENGINE	0012WTA	0012WTA	FAN DRIVE SPECIAL EFFECTS COOLING RING Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
62	ENGINE	0012WZE	0012WZE	EMISSION COMPLIANT FEDERAL NOT CA Federal, Does Not Comply With California Clean Air Idle Regulations
63	TRANSMISSION	0013GNB	0013GNB	FULLER FRO-17210C 10-SPD TRANS W/OD 10-Speed Manual, With Overdrive, With Air Shift, With Internal Lube Oil Pump
64	TRANSMISSION	0013WGJ	0013WGJ	OIL CLR MAN XMSN WATER TO OIL Water to Oil Type Included in Radiator End Tank (REQUIRES TRANSMISSION LUBE PUMP)

65	REAR AXLES, SUSPENSIONS	0014GJD	0014GJD	DANA SPICER DST41/RST41 40K R/AXLE Single Reduction; 40,000-lb Capacity, 200 Wheel Ends
66	REAR AXLES, SUSPENSIONS	0014UKZ	0014UKZ	HEND HAS402-55 AIR SUSP 40000# 55" 55" Axle Spacing; 40,000-lb Capacity, 9.5" Ride Height, With Shock Absorbers Mounted in Standard Location
67	REAR AXLES, SUSPENSIONS	0014899	0014899	HTG CNTRL AIR SUSPN//DUMP Pressure Release Control In Cab
68	FUEL TANKS	0015DGB	0015DGB	2-FL TK UC AL 100G LT/RT 24"DIA Top Draw; Polished Aluminum, 24" Diam., 100 U.S. Gal., 378L Capacity; Total Capacity 200 U.S. Gal., 757L; with Dual Supply & Return lines and Less Equalizer Line, Mounted Left & Right, Under Cab
69	FUEL TANKS	0015LKU	0015LKU	FUEL/WATER SEPARATOR RACOR Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor
70	CABS, COWLS, BODIES	0016AUB	0016AUB	CAB SLEEPER 51" LOW-ROOF Conventional, Low-Roof Sleeper Cab; 51" Seat to Inside Back of Cab, with 37" Wide Bunk
71	CABS, COWLS, BODIES	0016CDL	0016CDL	INTERIOR TRIM ACCENT COLOR DARK TAN Dark Tan
72	CABS, COWLS, BODIES	0016HBM	0016HBM	ENG GA CLUSTER W/ENG SPEEDO IVORY FACE Ivory Face; English with English Electronic Speedometer and with Tachometer; Includes Electronic Display Odometer, Trip Odometer, Engine Hours and Engine Trip Hours for Air Brake Chassis, Includes Total PTO Hours, Total Idle Hours, and Instant Fuel Econ
73	CABS, COWLS, BODIES	0016HHK	0016HHK	LOAD INDICATING GAUGE With Chrome Bezel; for Use With Rear Air Suspension
74	CABS, COWLS, BODIES	0016JPE	0016JPE	DRIVER SEAT NAT'L Air Suspension, High Back, Vinyl Boxing With Cloth Facing, 2 Arm Rests Isolator, 7.5" Adjuster, 3 Chamber Lumbar, 6 Way Front Cushion Adjust, 3 Way Rear Cushion Adj, 6-23 Degree Back Angle Adjust, Vinyl Suspension Cover, Non-Swivel, Map Pocket
75	CABS, COWLS, BODIES	0016PNK	0016PNK	PASSENGER SEAT NAT'L Non Suspension, High Back, Vinyl Boxing With Cloth Facing, Two Arm Rest, 11 Degree Back Angle Adjustment
76	CABS, COWLS, BODIES	0016SAJ	0016SAJ	FAN IN SLEEPER BUNK AREA in Bunk Area
77	CABS, COWLS, BODIES	0016VAP	0016VAP	CAB INT TRIM EAGLE 51" LO ROOF Eagle Level; Vinyl, for 51" Low-Roof Sleeper Cab
78	CABS, COWLS, BODIES	0016VSP	0016VSP	CAB AIR SUSPENSION Frame Mounted Cab Rear Air Suspension; Includes Integrated Crossmember, for Sleeper Cab
79	CABS, COWLS, BODIES	0016WAK	0016WAK	POWER WINDOWS (LT&RT DOORS) in Left and Right Doors
80	CABS, COWLS, BODIES	0016WJG	0016WJG	POWER DOOR LOCKS Power
81	CABS, COWLS, BODIES	0016WKB	0016WKB	HTR&A/C (INTERNATIONAL BLEND-AIR) With Integral Heater & Defroster
82	CABS, COWLS, BODIES	0016WKR	0016WKR	WINDSHIELD SINGLE PIECE Single Piece
83	CABS, COWLS, BODIES	0016WSM	0016WSM	2-MIRRORS 16"X 7" HEAT RT/POWER ONLY West Coast Type, Rectangular, Heated Heads, Less Lights, Left Head Non-Motorized and Right Head Motorized, Bright Heads & Brackets, 16" x 7" & Convex Mirror, 102" Inside Spacing
84	CABS, COWLS, BODIES	0016XWD	0016XWD	EXTERIOR SUNSHADE PAINTED AERO Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights
85	CABS, COWLS, BODIES	0016ZDU	0016ZDU	GRAB HANDLES EXTERIOR (TOWEL BAR TYPE) Exterior; Towel Bar Type In Lieu Of Non-Bright Grab Handles; for use with Cab or Cab/Sleeper Non-Bright Access, Without Frame Access or Chassis Skirts

86	CABS, COWLS, BODIES	0016000	0016000	TRANS COVER, FLOOR MATS, SEALS Transmission Cover, Floor Mats and Seal DO NOT ORDER-FOR FACTORY USE ONLY
87	CABS, COWLS, BODIES	0016554	0016554	2 HEATER GATE VALVES Gate Valve Type
88	WHEELS, TIRES - FRONT	0027DMK	0027DMK	DISC FR WHL 24.5X8.25 P/AL DISC; 24.5x8.25 Rims, Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
89	WHEELS, TIRES - REAR	0028DMK	0028DMK	DUAL DISC RR WHL 24.5X8.25 P/AL DUAL DISC; 24.5x8.25 Rims, Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
90	WARRANTY	0040011	0040011	HEAVY DUTY STD WARRANTY Heavy Duty Standard
91		0217LTR	0217LTR	
92		0225LTA	0225LTA	
93		0225LTH	0225LTH	
94	BRAKES	0504306	0504306	R/S AUTO-SLACK ADJSTRS-FRONT Automatic
95	BRAKES	0504355	0504355	R/S AUTO-SLACK ADJSTRS-REAR Automatic
96	BRAKES	0504360	0504360	STEEL AIR TANK W/THREAD O-RING PORTS Steel, With Straight Thread O-Ring Ports
97	BRAKES	0504504	0504504	MERITOR MA1502 FRONT BRAKE LININGS
98	BRAKES	0504507	0504507	MERITOR MA2001 REAR BRAKE LININGS for S-Cam Brake
99	DRIVELINES	0506001	0506001	TRANSMISSION OUTPUT YOKE
100	DRIVELINES	0506007	0506007	FORWARD REAR AXLE INPUT YOKE
101	DRIVELINES	0506008	0506008	FORWARD REAR AXLE REAR OUTPUT YOKE
102	DRIVELINES	0506010	0506010	REAR REAR AXLE INPUT YOKE or Single Rear Axle Input
103	DRIVELINES	0506100	0506100	DRIVELINE LABOR for Driveline Labor
104	DRIVELINES	0506102	0506102	FIRST CENTER BEARING
105	DRIVELINES	0506110	0506110	CENTER BEARING MOUNTING PARTS
106	SPEEDOMETER, TOOLS, MISC	0510000	0510000	BULK MATERIAL
107	MISC	0510002	0510002	SERVICE ASM; CAB, DCM, HARNESS, IP
108	SPEEDOMETER, TOOLS, MISC	0510885	0510885	VEPS IDENTITY SART
109	SPEEDOMETER, TOOLS, MISC	0510887	0510887	YELLOW EXTENDED LIFE COOLANT EFFECTS for Ultra Yellow Extended Life Coolant Effects
110	SPEEDOMETER, TOOLS, MISC	0510890	0510890	VEPS IDENTITY MSM 2010 for Multiplex Signal Module, Version P with 2010 Emissions
111	SPEEDOMETER, TOOLS, MISC	0510901	0510901	HD2 IDENTITY HD2
112	SPEEDOMETER, TOOLS, MISC	0510936	0510936	VEPS IDENTITY for EC-60 ABS
113	SPEEDOMETER, TOOLS, MISC	0510974	0510974	ENGINEERING PROG ID 2010 EMISSIONS STD for 2010 EPA Emissions Standards
114	SPEEDOMETER, TOOLS, MISC	0510993	0510993	VEPS IDENTITY Electronic Diagnostics
115	ENGINE	0512043	0512043	COOLANT FILTER 2010 MF 11 & 13 ENGINES for 2010 MaxxForce 11 and 13 Engines
116	CABS, COWLS, BODIES	0516020	0516020	CABINET FOOTLOCKER WITH TV/VCR SHELF Storage, At Foot of Bunk, With Provisions for TV/VCR Storage with Tie down and Power Source, Eagle Trim Level, Conventional Sleeper Cab
117	WHEELS MISC OPTIONS	0529001	0529001	LUBE FRT WHL BEARINGS

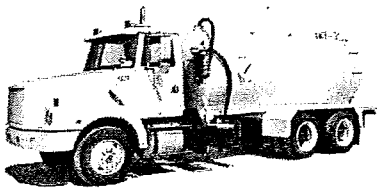
118	WHEELS MISC OPTIONS	0529002	0529002	LUBE REAR WHL BEARINGS
119	MISC	0530100	0530100	TIRES
120	BODY & CHASSIS PAINT	0535001	0535001	PAINT COLOR GROUP NO. 01 No. 01
121	BODY & CHASSIS PAINT	0535011	0535011	IDENTITY CODE FOR STD PAINT COLORS ONLY for Internal Order Coding
122	BODY & CHASSIS PAINT	0535012	0535012	PAINT CHASSIS COLOR GROUP WATER/URETHANE Water Bourne Urethane, Standard Chassis Black
123		0738422	0738422	
124	BRAKES	0804WWM	0804WWM	(3) DRAIN VALVES WITH PULL CHAIN Manual; With Pull Chains, for Air Tanks
125	ELECTRICAL SYSTEMS	0808WML	0808WML	DUAL WORK LIGHTS-MOUNTED ON SLEEPER (2) Pedestal Type; Mounted to Top Rear Back of Cab Below Drip Rail
126	SPEEDOMETER, TOOLS, MISC	0810000	0810000	5TH WHL ON RR AXLE CENTERLINE On Rear Axle Centerline
127	ENGINE	0812BAG	0812BAG	MANUAL FAN DRIVE OVERRIDE Manual; With Electric Switch on Instrument Panel, (Fan On With Switch On)
128	TRANSMISSION	0813WCC	0813WCC	PTO CONTROLS,DASH MOUNTED For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO
129	FRAMES	0831900	0831900	3-PLATE(SWING-TYPE)LICENSE PLATE HOLDER 3-Plate, Swing Type, Mounted Below Front Bumper.

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2016/04/21 15:49 BRKSVW316

IZAGUIRRE TRANSPORTATION, LLC

7413 N. La Homa Rd
Mission,TX 78574
Ph:956-584-0554



Email: diana.izaguirre@yahoo.com

Quote

Date	Invoice #
9/9/2016	4354

Bill To

Hidalgo County Purchasing Dept
2802 US-281 BUS
Edinburg, TX 78539

PO#

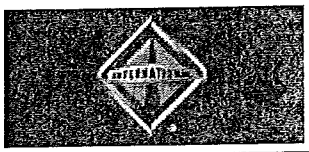
Due Date
10/31/2016

Date	Truck#/Vacuum...	Equipment	Description	Price	Amount
09/09/2016	3	2012 International	Vin# 1HSXYSJRXCJ611417 Miles: 116,819 Model: 5900I SBA 6x4 Pro Star-Max Force13 Engine 475 HP/2100 RPM PTO and Gardner Denver Pump included	90,000.00	90,000.00
09/09/2016	3	2012 TYTAL	Vin#3T1L1T628CC000109 130 BBL Steel Vacuum Model; 42 ft Length x 98 in Width x 10'6" Height; 11R24.5 Tires; Fixed Tandem Axle; Steel Composition; 5,460 gal Capacity; 130 BBL STEEL VACUUM TRAILER License Plate# 011B128 trailer color — white.	30,000.00	30,000.00

OPENED
9:48
9-14-16
Witnessed

Total	$120,000.00
Balance Due	$120,000.00

Field Office:
7568 South Hwy 16
Jourdanton, Tx 78026
Phone: (956)378-0090
Dispatch: (830)277-1515



International
Vehicle Information

Serial Numbers

VIN : 1HSXYSJRXCJ611417

Description	Location	ATA Code	Current Serial Number	Original Serial Number
AFTER TREATMENT ASSEMBLY		043	0032617	0032617
CAB		002	E0381710	E0381710
ELEC VEH PERF MOD / ENG		230	081013430158020	081013430158020
ENGINE		045	125HM2Y4130859	4130859
FIFTH WHEEL		059	224911372	224911372
FRONT AXLE, NON-DRIVEN		011	MON00705428	MON00705428
IGNITION KEY NUMBER		402	K432	K432
REAR AXLE FRONT REAR DRVN		122	FOR01542573	FOR01542573
REAR AXLE REAR REAR DRVN		222	FOR01542572	FOR01542572
SEAT	S2	102	06091311090257	06091311090257
SEAT	S1	102	14081011004255	14081011004255
STEERING GEAR		015	11H08474	11H08474
TRANSMISSION, MANUAL		026	S0907907	S0907907

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2016/04/21 15:49 BRKSVW316

International
Vehicle Information

Components

VIN : 1HSXYSJRXCJ611417 **126 components found.** Export

S.No	Class Description	Parts Catalog Component	Component Line Drawing	Description
1	FRAMES	0001CCU	0001CCU	FRAME RAILS 120,000 PSI YIELD 353.4" OAL Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" x 353.4" OAL
2	FRAMES	0001LNZ	0001LNZ	FRT BUMPER-FULL WIDTH AERO CHROME PLT Full Width, Aerodynamic, Steel, Chrome Plated
3	FRAMES	0001616	0001616	TAPERED REAR FRAME RAILS
4	FRONT AXLES	0002ARW	0002ARW	FR AXLE 12K MTOR MFS-12-143A WIDE TRK Wide Track, I-Beam Type, 12,000-lb Capacity
5	FRONT SUSPENSIONS	0003ADC	0003ADC	12,000-LB FRT PARABOLIC TAPER LEAF SUSP Parabolic, Taper Leaf; 12,000-lb Capacity; With Shock Absorbers
6	BRAKES	0004AAB	0004AAB	2-ADDL 30/30 HALDEX PARK BRAKE CHAMBERS Spring Brake Type; 30/30 Sqln
7	BRAKES	0004AZA	0004AZA	BENDIX AIR BRAKE ABS Full Vehicle Wheel Control System (4-Channel)
8	BRAKES	0004EAH	0004EAH	AIR DRYER BENDIX AD-9 With Heater, Standard Location
9	BRAKES	0004ERR	0004ERR	MERITOR Q-PLUS FRONT BRAKE
10	BRAKES	0004ERS	0004ERS	MERITOR Q-PLUS REAR BRAKE
11	BRAKES	0004ETE	0004ETE	FRT CHAMBERS HALDEX 24" 24 Sqln
12	BRAKES	0004EVL	0004EVL	REAR BRAKE CHAMBERS HALDEX GC3030LHDHO 30/30 Spring Brake
13	BRAKES	0004NDB	0004NDB	16.5X7 R S-CAM BRKS 30/30 L/S CHAMBERS S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
14	BRAKES	0004SPM	0004SPM	AIR COMPRESSOR 15.9 CFM SINGLE CYLINDER 15.9 CFM Capacity, Single Cylinder
15	BRAKES	0004WAN	0004WAN	MT 2 A/TKS U/BB O/S LT RAIL BOC 90DEGREE Mounted Under Battery Box, Outside Left Rail, Back of Cab; Perpendicular to Rail
16	BRAKES	0004WDT	0004WDT	SPRING BRAKE VALVE RELAY With Relay function
17	BRAKES	0004092	0004092	TRACTOR DUAL AIR BRAKE SYSTEM Dual System for Tractor Applications
				16.5"X 5" W/24" L/S CHAMBERS 16.5" x 5", Includes

18	BRAKES	0004196	0004196	24 Sqln Long Stroke Brake Chambers
19	STEERING	0005PSA	0005PSA	1-PWR STRG GEAR SHEPPARD M100 Power
20	STEERING	0005WAL	0005WAL	STRG WHL BLK 2-SPK 2-Spoke; 20" Dia., Black
21	STEERING	0005710	0005710	STRG COL, TILT & TELE Tilting and Telescoping
22	EXHAUST SYSTEMS	0007DWX	0007DWX	EXH DU VERT/VERT BRT TEAR DROP GUARDS Single, Horizontal Aftertreatment Device Frame Mounted Right Side Under Sleeper; Includes Bright Dual Vertical Tail Pipes and Bright Tear Drop Design Guards; Cab "B" Pillar Mounted
23	EXHAUST SYSTEMS	0007SDA	0007SDA	ENG COMPRESSION BRAKE MF 11 & 13 by Jacobs; for MaxxForce 11 & 13 Engines, With Selector Switch and On/Off Switch
24	EXHAUST SYSTEMS	0007WBB	0007WBB	TAIL PIPE TURN BACK BRIGHT DUAL (2) Turnback Type, Bright, for Dual Exhaust
25	ELECTRICAL SYSTEMS	0008GGN	0008GGN	160 AMP 12V ALT BOSCH LH160 Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount
26	ELECTRICAL SYSTEMS	0008RBZ	0008RBZ	AUXILIARY CB SPEAKER With Jack for CB; Mounted Left Side Above Driver's Door
27	ELECTRICAL SYSTEMS	0008RDG	0008RDG	1-ANTENNA BASE MTD TO LEFT MIR CB/AM/FM (1) Dual Function, for CB and Entertainment Radio, With Splitter, Lead-In and Dual Function Antenna; Mounted on Left Mirror
28	ELECTRICAL SYSTEMS	0008RKH	0008RKH	AM/FM/WB, CLOCK, CD, AUX INPUT, USB AM/FM Premium Stereo, With CD Player, Weatherband, Clock, Front & Rear Aux Input, USB Port, and Multiple Speakers, Includes iPod Command and Control
29	ELECTRICAL SYSTEMS	0008WHJ	0008WHJ	RECTANGULAR BELL,CHROME AIR HORNS Rectangular Bell; Chrome
30	ELECTRICAL SYSTEMS	0008WJK	0008WJK	BATT BOX STL LSM BOFT 30"W 2-4 CAP Steel, With Plastic Cover, 18" Long By 30" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Behind Fuel Tank
31	ELECTRICAL SYSTEMS	0008WNH	0008WNH	DAYTIME RUNNING LIGHTS Daytime
32	ELECTRICAL SYSTEMS	0008WXG	0008WXG	START MOTOR MITSUBISHI 12-Volt, with Soft-Start
33	ELECTRICAL SYSTEMS	0008WZC	0008WZC	2-BEACON LIGHTS CAB MOUNTED (2) Cab Mounted, Includes Mounting Brackets, Wiring and Switch on Dash
34	ELECTRICAL SYSTEMS	0008XAH	0008XAH	MANUAL-RESET CIRC BREAKERS (MAIN PANEL) Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
35	ELECTRICAL SYSTEMS	0008000	0008000	ELEC SYS (12 VOLT) 12-Volt, Standard Equipment
36	ELECTRICAL SYSTEMS	0008718	0008718	POWER SOURCE (CIGAR-TYPE RECEPTACLE) Cigar Type Receptacle without Plug and Cord
37	FRONT END	0009HAN	0009HAN	SOUND INSULATION UNDER HOOD for Sound Abatement
38	FRONT END	0009HBN	0009HBN	INSULATION SPLASH GUARD/ SOUND ABATEMENT for Sound Abatement
39	FRONT END	0009WAC	0009WAC	BUG SCREEN Front End; Mounted Behind Grille
40	FRONT END	0009107	0009107	FIBERGLASS TILTING FRONT END Tilting, Fiberglass
41	SPEEDOMETER, TOOLS, MISC	0010GCG	0010GCG	A/S 5TH FONT 24" SLD SL7ATB675024 24" Slide, Cast Top Plate, 6.75" Above Top of Frame; Left Side Release
42	SPEEDOMETER, TOOLS, MISC	0010WPS	0010WPS	MUD FLAP HOLDERS, BRT FINISH Spring Loaded, Bright Finish; With Red and White Reflective Tape; Less Flaps
43	SPEEDOMETER, TOOLS, MISC	0010WPZ	0010WPZ	MUD FLAPS L/LOGO BLACK Black Poly, Anti-Sail, Anti Spray, Less Logo; Less Holders

44	SPEEDOMETER, TOOLS, MISC	0010000	0010000	SPEEDO & MISC and Miscellaneous
45	SPEEDOMETER, TOOLS, MISC	0010130	0010130	SINGLE COLOR 130 PT SCHEMATIC Single Color, Design 130 for 51" or 56" Low-Roof Sleeper Cab/Chassis
46	SPEEDOMETER, TOOLS, MISC	0010210	0010210	EMISSION LABELS (FUEL ECONOMY/NOISE) Emissions, Fuel Economy and Noise. DO NOT ORDER-FOR FACTORY USE ONLY
47	SPEEDOMETER, TOOLS, MISC	0010761	0010761	PAINT-BASE COAT/CLEAR COAT 1-2 TONE Base Coat/Clear Coat, 1-2 Tone
48	CLUTCH	0011MGR	0011MGR	CLUTCH 15.5" EATON SOLO ADVANTAGE Self-Adjusting, Two-Plate, Cast Angle Spring; Ceramic, 15.5" Diameter, Soft Clutch 7-Spring Damper, Mechanical Pull-Type Control, 1700 lb-ft Torque Capacity
49	ENGINE	0012BAW	0012BAW	MAXXFORCE 13 475HP/2100 RPM GOV SPD EPA 2010, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max)
50	ENGINE	0012THX	0012THX	FAN DRIVE VISCOUS HORTON V-MASTER-ULTRA Viscous
51	ENGINE	0012UBH	0012UBH	RAD 1564" CAC 1572" LTR 1293" Aluminum; Welded, Front to Back Down Flow System, 1564 Sqln, 1572 Sqln Dual CAC, 1293 Sqln 3 Core LTR
52	ENGINE	0012UXH	0012UXH	2010 FEDERAL EMISSIONS MAXXFORCE 13 for 2010; MaxxForce 13 Engines
53	ENGINE	0012VBA	0012VBA	DUAL POL S/S AIR CLEANERS Dual; Polished Stainless Steel; Mounted One on Each Side of Cowl Ahead of The Doors
54	ENGINE	0012WCX	0012WCX	HOSE CLAMPS GATES SHRINK BAND Shrink Band Type
55	ENGINE	0012WEG	0012WEG	AUTO COLD START W/ENGINE ECM CONTROL Automatic; With Engine ECM Control
56	ENGINE	0012WTA	0012WTA	FAN DRIVE SPECIAL EFFECTS COOLING RING Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
57	ENGINE	0012WZE	0012WZE	EMISSION COMPLIANT FEDERAL NOT CA Federal, Does Not Comply With California Clean Air Idle Regulations
58	TRANSMISSION	0013GNB	0013GNB	FULLER FRO-17210C 10-SPD TRANS W/OD 10-Speed Manual, With Overdrive, With Air Shift, With Internal Lube Oil Pump
59	TRANSMISSION	0013WGJ	0013WGJ	OIL CLR MAN XMSN WATER TO OIL Water to Oil Type Included in Radiator End Tank (REQUIRES TRANSMISSION LUBE PUMP)
60	TRANSMISSION	0013WLB	0013WLB	TRANS OIL-SAE 50W SYNTHETIC Synthetic; 22 thru 33.99 Pints
61	REAR AXLES, SUSPENSIONS	0014GVU	0014GVU	MERITOR MT-40-14X-4DFR-P 40K R/AXLE Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends, With Lube Oil Pump
62	REAR AXLES, SUSPENSIONS	0014UKZ	0014UKZ	HEND HAS402-55 AIR SUSP 40000# 55" 55" Axle Spacing; 40,000-lb Capacity, 9.5" Ride Height, With Shock Absorbers Mounted in Standard Location
63	REAR AXLES, SUSPENSIONS	0014899	0014899	HTG CNTRL AIR SUSPN//DUMP Pressure Release Control In Cab
64	FUEL TANKS	0015DGB	0015DGB	2-FL TK UC AL 100G LT/RT 24"DIA Top Draw; Polished Aluminum, 24" Diam., 100 U.S. Gal., 378L Capacity; Total Capacity 200 U.S. Gal., 757L; with Dual Supply & Return lines and Less Equalizer Line, Mounted Left & Right, Under Cab
				FUEL/WATER SEPARATOR RACOR Fuel Pre-Filter

65	FUEL TANKS	0015LKU	0015LKU	and Filter Base, Includes Water-In-Fuel Sensor
66	CABS, COWLS, BODIES	0016AUB	0016AUB	CAB SLEEPER 51" LOW-ROOF Conventional, Low-Roof Sleeper Cab; 51" Seat to Inside Back of Cab, with 37" Wide Bunk
67	CABS, COWLS, BODIES	0016CDL	0016CDL	INTERIOR TRIM ACCENT COLOR DARK TAN Dark Tan
68	CABS, COWLS, BODIES	0016HBM	0016HBM	ENG GA CLUSTER W/ENG SPEEDO IVORY FACE Ivory Face; English with English Electronic Speedometer and with Tachometer; Includes Electronic Display Odometer, Trip Odometer, Engine Hours and Engine Trip Hours for Air Brake Chassis, Includes Total PTO Hours, Total Idle Hours, and Instant Fuel Econ
69	CABS, COWLS, BODIES	0016HHK	0016HHK	LOAD INDICATING GAUGE With Chrome Bezel; for Use With Rear Air Suspension
70	CABS, COWLS, BODIES	0016JPE	0016JPE	DRIVER SEAT NAT'L Air Suspension, High Back, Vinyl Boxing With Cloth Facing, 2 Arm Rests Isolator, 7.5" Adjuster, 3 Chamber Lumbar, 6 Way Front Cushion Adjust, 3 Way Rear Cushion Adj, 6-23 Degree Back Angle Adjust, Vinyl Suspension Cover, Non-Swivel, Map Pocket
71	CABS, COWLS, BODIES	0016PNK	0016PNK	PASSENGER SEAT NAT'L Non Suspension, High Back, Vinyl Boxing With Cloth Facing, Two Arm Rest, 11 Degree Back Angle Adjustment
72	CABS, COWLS, BODIES	0016SAJ	0016SAJ	FAN IN SLEEPER BUNK AREA in Bunk Area
73	CABS, COWLS, BODIES	0016VAP	0016VAP	CAB INT TRIM EAGLE 51" LO ROOF Eagle Level; Vinyl, for 51" Low-Roof Sleeper Cab
74	CABS, COWLS, BODIES	0016VSP	0016VSP	CAB AIR SUSPENSION Frame Mounted Cab Rear Air Suspension; Includes Integrated Crossmember, for Sleeper Cab
75	CABS, COWLS, BODIES	0016WAK	0016WAK	POWER WINDOWS (LT&RT DOORS) in Left and Right Doors
76	CABS, COWLS, BODIES	0016WJG	0016WJG	POWER DOOR LOCKS Power
77	CABS, COWLS, BODIES	0016WKB	0016WKB	HTR&A/C (INTERNATIONAL BLEND-AIR) With Integral Heater & Defroster
78	CABS, COWLS, BODIES	0016WKR	0016WKR	WINDSHIELD SINGLE PIECE Single Piece
79	CABS, COWLS, BODIES	0016WSM	0016WSM	2-MIRRORS 16"X 7" HEAT RT/POWER ONLY West Coast Type, Rectangular, Heated Heads, Less Lights, Left Head Non-Motorized and Right Head Motorized, Bright Heads & Brackets, 16" x 7" & Convex Mirror, 102" Inside Spacing
80	CABS, COWLS, BODIES	0016XWD	0016XWD	EXTERIOR SUNSHADE PAINTED AERO Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights
81	CABS, COWLS, BODIES	0016ZDU	0016ZDU	GRAB HANDLES EXTERIOR (TOWEL BAR TYPE) Exterior; Towel Bar Type In Lieu Of Non-Bright Grab Handles; for use with Cab or Cab/Sleeper Non-Bright Access, Without Frame Access or Chassis Skirts
82	CABS, COWLS, BODIES	0016000	0016000	TRANS COVER, FLOOR MATS, SEALS Transmission Cover, Floor Mats and Seal DO NOT ORDER-FOR FACTORY USE ONLY
83	CABS, COWLS, BODIES	0016554	0016554	2 HEATER GATE VALVES Gate Valve Type
84	WHEELS, TIRES - FRONT	0027DMK	0027DMK	DISC FR WHL 24.5X8.25 P/AL DISC; 24.5x8.25 Rims, Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
85	WHEELS, TIRES - REAR	0028DMK	0028DMK	DUAL DISC RR WHL 24.5X8.25 P/AL DUAL DISC; 24.5x8.25 Rims, Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
86	WARRANTY	0040011	0040011	HEAVY DUTY STD WARRANTY Heavy Duty Standard

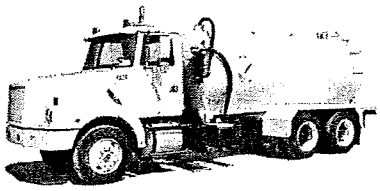
87		0217LTR	0217LTR	
88		0225LTA	0225LTA	
89		0225LTH	0225LTH	
90	BRAKES	0504306	0504306	R/S AUTO-SLACK ADJSTRS-FRONT Automatic
91	BRAKES	0504355	0504355	R/S AUTO-SLACK ADJSTRS-REAR Automatic
92	BRAKES	0504360	0504360	STEEL AIR TANK W/THREAD O-RING PORTS Steel, With Straight Thread O-Ring Ports
93	BRAKES	0504501	0504501	MERITOR MA1201 FRONT BRAKE LININGS
94	BRAKES	0504507	0504507	MERITOR MA2001 REAR BRAKE LININGS for S-Cam Brake
95	DRIVELINES	0506001	0506001	TRANSMISSION OUTPUT YOKE
96	DRIVELINES	0506007	0506007	FORWARD REAR AXLE INPUT YOKE
97	DRIVELINES	0506008	0506008	FORWARD REAR AXLE REAR OUTPUT YOKE
98	DRIVELINES	0506010	0506010	REAR REAR AXLE INPUT YOKE or Single Rear Axle Input
99	DRIVELINES	0506100	0506100	DRIVELINE LABOR for Driveline Labor
100	DRIVELINES	0506102	0506102	FIRST CENTER BEARING
101	DRIVELINES	0506110	0506110	CENTER BEARING MOUNTING PARTS
102	EXHAUST SYSTEMS	0507031	0507031	TAIL PIPE HEIGHT 10' 10'
103	SPEEDOMETER, TOOLS, MISC	0510000	0510000	BULK MATERIAL
104	MISC	0510002	0510002	SERVICE ASM; CAB, DCM, HARNESS, IP
105	SPEEDOMETER, TOOLS, MISC	0510885	0510885	VEPS IDENTITY SART
106	SPEEDOMETER, TOOLS, MISC	0510887	0510887	YELLOW EXTENDED LIFE COOLANT EFFECTS for Ultra Yellow Extended Life Coolant Effects
107	SPEEDOMETER, TOOLS, MISC	0510890	0510890	VEPS IDENTITY MSM 2010 for Multiplex Signal Module, Version P with 2010 Emissions
108	SPEEDOMETER, TOOLS, MISC	0510901	0510901	HD2 IDENTITY HD2
109	SPEEDOMETER, TOOLS, MISC	0510936	0510936	VEPS IDENTITY for EC-60 ABS
110	SPEEDOMETER, TOOLS, MISC	0510974	0510974	ENGINEERING PROG ID 2010 EMISSIONS STD for 2010 EPA Emissions Standards
111	SPEEDOMETER, TOOLS, MISC	0510992	0510992	ENGINEERING PROG ID 10" RAILS 5900 for 10" Rails on 5900
112	SPEEDOMETER, TOOLS, MISC	0510993	0510993	VEPS IDENTITY Electronic Diagnostics
113	ENGINE	0512043	0512043	COOLANT FILTER 2010 MF 11 & 13 ENGINES for 2010 MaxxForce 11 and 13 Engines
114	CABS, COWLS, BODIES	0516020	0516020	CABINET FOOTLOCKER WITH TV/VCR SHELF Storage, At Foot of Bunk, With Provisions for TV/VCR Storage with Tie down and Power Source, Eagle Trim Level, Conventional Sleeper Cab
115	WHEELS MISC OPTIONS	0529001	0529001	LUBE FRT WHL BEARINGS
116	WHEELS MISC OPTIONS	0529002	0529002	LUBE REAR WHL BEARINGS
117	MISC	0530100	0530100	TIRES
118	BODY & CHASSIS PAINT	0535001	0535001	PAINT COLOR GROUP NO. 01 No. 01
119	BODY & CHASSIS PAINT	0535011	0535011	IDENTITY CODE FOR STD PAINT COLORS ONLY for Internal Order Coding
120	BODY & CHASSIS PAINT	0535012	0535012	PAINT CHASSIS COLOR GROUP WATER/URETHANE Water Bourne Urethane, Standard Chassis Black

121		0738422	0738422	
122	BRAKES	0804WWM	0804WWM	(3) DRAIN VALVES WITH PULL CHAIN Manual; With Pull Chains, for Air Tanks
123	ELECTRICAL SYSTEMS	0808WML	0808WML	DUAL WORK LIGHTS-MOUNTED ON SLEEPER (2) Pedestal Type; Mounted to Top Rear Back of Cab Below Drip Rail
124	SPEEDOMETER, TOOLS, MISC	0810000	0810000	5TH WHL ON RR AXLE CENTERLINE On Rear Axle Centerline
125	ENGINE	0812BAG	0812BAG	MANUAL FAN DRIVE OVERRIDE Manual; With Electric Switch on Instrument Panel, (Fan On With Switch On)
126	FRONT END	0840353	0840353	RR QTR FENDERS (BLK PLASTIC)(FRAME MTD) for Rear Wheels, Black Plastic; Frame Mounted.

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2016/04/21 15:49 BRKSVW316

IZAGUIRRE TRANSPORTATION, LLC

7413 N. La Homa Rd
Mission,TX 78574
Ph:956-584-0554



Email: diana.izaguirre@yahoo.com

Quote

Date	Invoice #
9/9/2016	4355

Bill To

Hidalgo County Purchasing Dept
2802 US-281 BUS
Edinburg, TX 78539

PO#	Due Date
	10/31/2016

Date	Truck#/Vacuum...	Equipment	Description	Price	Amount
09/09/2016	4	2013 KENWOR...	Vin# 1XKDD49X9DJ332309 Miles: 143,840 Model: T800 Cummings Engine 450HP PTO and Gardner Denver Pump included	90,000.00	90,000.00
09/09/2016	4	2012 TYTAL	Vin#3T1L1T625CC000116 130 BBL Steel Vacuum Model; 42 ft Length x 98 in Width x 10'6" Height; 11R24.5 Tires; Fixed Tandem Axle; Steel Composition; 5,460 gal Capacity; 130 BBL STEEL VACUUM TRAILER License Plate# 011B135 trailer Color – white	30,000.00	30,000.00

OPENED
9:48
9-14-16
Witnessed

Total	$120,000.00
Balance Due	$120,000.00

Field Office:
7568 South Hwy 16
Jourdanton, Tx 78026
Phone: (956)378-0090
Dispatch: (830)277-1515

KENWORTH CHASSIS FINAL BILL PAGE 001
VMXXR036-1 VIN 1XKDD49X9DJ332309 S OF 01/16/12
UNIT TYPE 1 OF FLEET 332309 THRU 332314

DEALER CODE - F428 CUSTOMER NO - CG59 DATES
NAME AND ADDRESS FETC STOCK T800 42 REQ DELV 01/03/12
FRENCH-ELLISON TRUCK CTR
DELIVERY 01/16/12
P. O. BOX 200187 PRIC EFF 01/16/12

SAN ANTONIO TX 78220

THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS

DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION

COMMODITY HAULED 0091042 GRAVEL/CRUSHED ROCK/SAND

INTENDED SERVICE 0093005 LOCAL PICKUP & DELIVERY

BODY LENGTH .00 IN BODY HEIGHT .00 IN
MAX LADEN WEIGHT .00 LBS

TRAILER

TRAILER TYPE 0096020 END DUMP
PREV: SEMI - END DUMP
TRAILER LENGTH 32.00 FT TRAILER HEIGHT 12.00 FT
KINGPIN 12.00 IN CTR LINE AXLE GRP .00 IN
CORNER RADIUS 7.00 IN NO TRAILER AXLES 02

OPERATING AREA RESTRICTIONS

LENGTH 120.00 FT WIDTH 102.00 IN HEIGHT 15.00 FT

CHASSIS

FRONT AXLE LOAD 12000.00 LBS REAR AXLE LOAD 40000.00 LBS GCW 80000.00 LBS
WHEELBASE 224.00 IN FAX/BOC 74.00 IN CAB/AXLE 150.00 IN
CAB/EOF 210.00 IN MAXIMUM GRADE 06 PERCENT HIGHWAY 090 % CLASS B 010
% CLASS C 000
% CLASS D 000

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098025 U.S. DOMESTIC REGISTRY

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	BASE MODEL			
0000800	T800 CONVENTIONAL	P	137,774	15,254
0070066	T800	P	0	0
0080055	CARB IDLE EMISSIONS REDUCTION FEATURE CUMMINS ENGINES	P	100	0
0090004	42 INCH MODULAR SLEEPER With rear axle capacity less than 59K	P	0	0
	ENGINE AND ENGINE EQUIPMENT			
0123065	ISX15 450@1800 369@2100 1650@1100 2010 with Intebrake	P	88	344
N0902	P02 YES...CRUISE CONTROL AUTO RESUME			
N0904	P04 NO....AUTO ENGINE BRAKE IN CRUISE			
N0906	P06 YES...GEAR DOWN PROTECTION			
N0910	P11 YES...ENGINE PROTECTION SHTDWN			
N0912	P14 68....MAX VEHICLE SPEED IN TOP GEA			
N0914	P19 75....MAX CRUISE CONTROL SPEED			
N0916	P26 1400..MAX PTO SPEED			
N0918	P10 NO....IDLE SHTDWN			
N0920	P32 8.....IDLE SHTDWN TIME			
N0922	P33 NO....IDLE SHTDWN OVERRIDE			
1000153	Prospector version 28.0 Supersedes previous version 27.0	P	0	0
1002060	AIR COMPRESSOR:18.7 CFM F/CUMMINS,PX-6, PX-8 AND NOT PRE 2007 ISB OR PX-6	P	0	0
1051086	AIR CLEANER POWERCORE 10" ENGINE MOUNT 2007 & 2010 engines	P	0	0
1098005	FILTER MINDER AIR REST INDIC:A/CLNR-MTD (MTD ON INTAKE PIPE W/ SS CLNR OR T300)	P	46	0
1107190	Fan Hub: Borg Warner 2010+ only	P	0	0
1125640	COOLING MODULE: 1440 SQ	P	0	0
1160208	BUGSCREEN MTD BETWEEN HOOD AND GRILL SEMI RIGID,NON-REM	P	111	2
1247165	EXH:RH under cab SCR w/dual SOC mounted tailpipes For Daycabs,or Modular SLPRS	P	1,556	99
1290236	Tailpipe: 5" Dual 36" 45 Deg Curved	P	0	0
1328010	Fuel filter: PACCAR Primary un-heated for 2010+ EPA engines only,w/WIF sensor	P	0	0
1816161	ALTERNATOR: BOSCH 160 AMP brush type	P	3	0
1821210	BATT: 3 PACCAR GP31 THR (700) 2100 CCA DUAL PURPOSE BATTERIES	P	0	0
1836100	PACCAR 12V STARTER	P	0	0
	MAIN TRANSMISSION AND CLUTCH			
2058368	FULLER FRO16210C 10-SPEED CONCEPT 2000 WITH INTERNAL OIL COOLER; NO PUMP	P	0	18-

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
2250600	Clutch: Eaton 15-1/2" ceramic to 1650 lb-ft Easy Pedal Advantage	P	0	0
2294035	GREASE BANK F/CLUTCH & CROSS SHAFT FRAME MOUNTED	P	91	11
2405405	DRIVELINE:2 HVY DUTY; 1 CENTERBEARING	P	617	99
2429100	Chassis will be fitted w/ LH trans PTO (PREVENTS ECU F/INTERFERING W/PTO ONLY)	P	0	0
2460025	INTERNAL COOLER FOR FULLER FR/FRO/FRLO SERIES MAIN TRANS 1550-1850LBFT	P	0	0
2493004	AL CLUTCH HSG REPL CAST IRON F/ FULLER TRANS RATED 1450 THRU 2050 LBFT	P	64	53-
	FRONT AXLE AND EQUIPMENT			
2502203	DANA SPICER E-1202I 12K*3.5" DROP IF MED DUTY, USE CODE 2502204 W/HYD BRK	P	0	0
2601605	FR BRK:BENDIX RSD ES 16.5X5*10-13.2KCAP Req w/USA&CAN 6x4 tractor w/o lift axle	P	461	57
2690002	FR BRK DRUM: CAST 16.5X5	P	20	37
2701300	HUB:ALUM*HUB PILOT*MAX CAP 13.2K 11.25" BC*"TURBO"*10-BOLT	P	0	0
2741950	DANA LMS HUB PKG FRONT AXLE	P	0	0
2750001	FR HUBCAP: VENTED	P	0	0
2765001	FR AUTO SLACK ADJUST	P	0	0
2863012	FR SPR: TAPERLEAF 12K W/SHOCK ABSORBERS	P	0	0
2893651	PWR STRG: SING GEAR *TRW TAS65 13.2K 2010: Not for use on T3	P	0	0
	REAR AXLE AND EQUIPMENT			
3124403	DANA SPICER DSP41 40K DUAL 7/16" HVY-WALL HSG/INDUCT HARDND SPINDL	P	172	31
3200355	REAR AXLE RATIO-3.55	P	0	0
3304006	RR BRK:BENDIX RSD 16.5X7 DUAL to40K Req w/US&Can 6x4 tractor w/o lift	P	15	2
3392005	RR BRK DRUM: CAST S-CAM DUAL	P	0	0
3407050	RR HUB:AL HUB-PILOT DUAL 11-1/4"BC REQUIRES "R" SERIES OUTER ENDS	P	0	0
3441952	DANA LMS HUB PKG DUAL REAR AXLE	P	0	0
3465002	RR AUTO SLACK ADJUST: DUAL	P	0	0
3485207	SPRING BRK: 3030 LONGSTROKE DUAL	P	32	0
3495226	ABS:BENDIX 4S/4M FR WHL+2 GRP RR WHL*AVL ONLY W/AIR BRK	P	0	0
3730032	KW AG400*40K DUAL*54"AS* 9" RIDE HT Includes air susp dump valve.	P	3,203	249-
	TIRES, WHEELS & RIMS			
4017193	FR MICHELIN XZA3+ 275/80R24.5 14PR PART: MN275/80R245GXZA3P FET: 50	P	282	13
4217129	RR MICHELIN XDN2 275/80R24.5 14PR DRIVE AKA PXDN2 PART: MN275/80R245GXDN2 FET: 200	U	1,604	160
4900008	CODE-REAR TIRE QTY 08.			

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
5045147	FR WHL:KW STYLIZED II 98760 24.5X8.25 HUB PILOT MOUNT AL	P	487	20-
5854010	SING FR AXLE: POL OUTBD SURFACE OF WHEELS	P	99	0
5854012	DUAL RR AXLES: POL OUTBD SURFACE OF OUTER WHLS (QTY 4) -2	P	279	0
5245147	RR WHL:KW STYLIZED II 98760 24.5X8.25 HUB PILOT MOUNT	P	1,948	80-
5900008	CODE-REAR RIM QTY 08.			
	FRAME AND EQUIPMENT			
6054400	FRAME RAILS:10-5/8 X 5/16" STL 285-336" SECTION MOD:14.80, RBM:1,776,000 LBS,	P	148	0
6302461	BUMPER:TAPERED CHROME STEEL CHANNEL REQS BUMPER SETTING CODE	P	194	64
6319485	48.5 INCH BUMPER SETTING*REQS BUMPER CODE	P	0	0
6321005	REMOVABLE FRONT TOW HOOKS: 2	P	151	15
6390093	DEALER NARRATED FRAME LAYOUT REQUEST CONTINGENT ON FRAME SPACE AVAILABILITY	U	0	0
6390103	FR MDFLPS	P	0	0
6405080	T8 BATT BOX MODULE:PAR ALUM UND, EXTEND LENGTH, ALUM DP INTEGRAL STEP COVER	P	25	73
6409901	BATTERY BOX LOCATION: LEFT HAND SIDE	P	0	0
6410010	FRAME AC EQUIP:GRABHANDLE(S) LH MOUNTED	P	47	0
6410011	FRAME AC EQUIP:GRABHANDLE(S) RH MOUNTED	P	47	0
6414024	FRAME ACCESS DECK PLATE: 2' ALUMINUM	P	113	11
6417009	FRAME ACCESS STEPS:2 F/ TANK BOC RH FUEL OR HYDRAULIC	P	159	7
6418008	FRAME ACCESS STEPS:2 F/ TANK BOC LH FUEL OR HYDRAULIC	P	153	7
6451090	T470,C500,T660,T800 NON-POLISH DPF/SCR DP COVER W/STEP. CAB ACCESS RH UNDER	P	187	31
6490440	HEAVY DUTY BOC CROSSMEMBER ASSEMBLY	P	103	22
6593088	FW:AIR JOST JSK37USB-A9PX16 16.0" 8.75" OUTBRD W/RETRAC HANDLE 50K	P	2,332	542
6680000	REAR OR FIXD SETTING AHD C/L BOGIE 000.			
6721102	RR MDFLP ARMS:BETTS B25 STD DUTY STRAIGHT (KIT INCL B1732 MTG BRKTS)	P	0	0
6722000	RR MDFLP SHIELDS:WHITE PLASTIC KW LOGO ANTISAIL	P	0	0
6745270	TOP FLANGE RR FRAME BENT/WELD: W/ CM	P	90	18
	FUEL TANKS AND EQUIPMENT			
7214120	FUEL TANK:120 US GAL 24.5" AL BOC RPL	P	13	7
7216100	FUEL TANK:100 US GAL 24.5" AL BOC ADD	P	1,632	115
7722020	DEF TANK: MEDIUM ROUND	P	108	33
7840029	POLISH ONLY: 2 ALUMINUM TANKS	P	528	0
7840038	POLISHED COVER:1 DEF TANK ANY SIZE	P	278	0
7889062	POLISHED STRAPS: 2 TANKS ANY SIZE	P	92	0
7889245	ANTI-SIPHON DEVICE F/TANK FILLER NECK ANY NUMBER OF TANKS	P	0	0

UNIT TYPE 1 OF FLEET 332309 THRU 332314

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
7889603	DEF TANK LOCATION: RH	P	0	0
N7840	7840038 PLACE DEF BEHIND THE FUEL TANK			
7930120	LOCATION RH BEHIND CAB 120 GAL.			
7940100	LOCATION LH BEHIND CAB 100 GAL.			
	CAB AND EQUIPMENT			
8024344	CAB WITH FLAT GLASS WINDSHIELD	P	0	0
8058542	SLEEPER: 42" 42" X 37" OPENING	P	9,070	514
8080137	CAB DOOR BEARING BLOCKS: TOP & BOTTOM	P	27	0
8080918	LH & RH UPPER SLPR EMERGENCY EXIT DOORS W/VENTS. NA W/ 38" OR 86" AEROCABS*	P	352	24
8090103	HOOD:METTON SLOPED 1-PIECE W/GRILLE SHELL	P	0	0
8098404	ADD 4 RIBS ON RADIATOR GRILLE	P	90	2
8178210	HEATER/AIR COND:SEP UNITS CAB & SLPR INCL 5 MODE ROTARY CTRL*N/A W/ 38" SLPR	P	0	0
8201013	STRG WHL: 18" 4-SPK	P	0	0
8201200	STRG COLUMN:ADJ TELESCOPNG TILT*CODE F/18" STRG WHEEL*	P	334	0
8203095	KEY LOCK: CUST SPEC TUMBLER PART NUMBER	P	66	0
8205055	PTO AIR CTRL(LARGE):FOR C/I PTO W/PPG/ LT*DASH MTD*MUST CODE F/ PTO INFO CODE*	P	362	0
8205087	AUTO SUSP DUMP W/PTO ENGAGEMENT*REQD W/ AIR SUSP & DUMP APPLICATIONS*	P	51	2
8205103	INFO FOR C/I PTO: CHELSEA 488/489/812 8-BOLT	P	0	0
8208495	SW: 2 SPARES WIRED TO POWER	P	53	0
8225658	GAU:AXLE OIL TEMP DUAL DR AXLE(2 GAU) W/INTEGRAL WARN LT	P	72	0
8226660	GAU: OIL TEMP MAIN TRANSMISSION	P	35	0
8282004	Kenworth Driver Information Center (Highline display)	P	0	0
8282009	INSTRUMENT PACKAGE	P	0	0
N8203	USE CODE 357			
8332042	INTERIOR: CAB/42" SLEEPER SPLENDOR	P	0	0
8343304	INTERIOR COLOR: SLATE GRAY W/TRIM COLOR DARK SLATE GRAY	P	0	0
8390733	FLOORMAT: SLEEPER	P	0	0
8410091	DR SEAT: KW AIR-CUSHION PLUS HB CLOTH INCL DUAL ARMRESTS & SUSPENSION COVER*	P	0	0
8480090	RD SEAT: KW STL TOOLBOX PLUS HB CLOTH *INCL DUAL ARMRESTS*SUSP COVER NA	P	0	0
8490110	SEAT COLOR: DARK SLATE GRAY	P	0	0
8520141	MATTRESS:PREMIUM POCKET INNERSPRING ON LOWER BUNK ONLY	P	0	0
8530237	FLOORMAT: TOOL COMPARTMENT	P	0	0
8601404	KENWORTH AM/FM/CD RADIO W/CLOCK* W/L.E.D. LIGHTING*W/WEATHER BAND	P	359	4
8699926	CB installation kit center mounted of header w/quick mt release dual antenna	P	225	0
8700101	BLACK DASH REPLACING TRIM COLOR DASH	P	43	0

UNIT TYPE 1 OF FLEET 332309 THRU 332314

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
9121115	AIR/LIGHT LINES: 15 FT COILED	P	72	0
9140020	NYLON AIR TUBING: FRAME/CAB	P	0	0
9140328	TRAILER ABS ELECT SUPPLY THRU SAE J560 7 PIN CONNECTOR (PER TMC RP137)	P	0	0
	ORDER REVIEWED BY APPLICATIONS TECH:			
9290173	Scott Welch 740-774-5503	U	0	0
	GLIDER KITS AND ASSEMBLIES			
9400071	SPECIFY SHIP DESTINATION BY NARRATIVE	P	0	0
	SPECIAL EQUIPMENT			
9490003	OFF HIGHWAY/SPECIALTY COMPONENT TRUCK ADDITIONAL LEADTIME REQUIRED	P	0	0
9490206	WARNING TRIANGLE REFLECTOR KIT: 3 TRIANGLES IN PLASTIC CASE	P	30	4
9490406	FIRE EXT: ONE 5# DRY CHEMICAL TYPE MTD OUTBOARD OF RD. SEAT. Class ABC.	P	104	11
N9401	SHIP 332309-310 TO CONVERSE, TX F428			
N9403	SHIP 332311-312 TO PHARR, TX F426			
N9404	SHIP 332313 TO CORPUS CHRISTI, TX F425			
N9405	SHIP 332314 TO LAREDO, TX F427			
N9495	MUST BE 2013 YR MODELS			
	PAINT COLOR NUMBER			
9700000	PAINT COLOR NUMBER	P	0	0
N9702	A - L0006EB WHITE B/C			
N9720	FRAME N0001EA BLACK			
	PAINT			
9943219	IMRON SOLID 1 COLOR CONV FLATOP SPEC A	P	0	0
9960006	***PAINT SKETCH VERIFIED***	U	0	0
9965510	PAINT:BASE COAT/CLEAR COAT*REQS PAINT EXTERIOR & PAINT COLOR L SERIES CODES*	P	0	0
	ORDER INFORMATION			
9999116	Must be 2013 Model Year:Mgmt Apprvl Req	U	0	0
N9996	SALESPERSON ID: STEVEJEWEL04			
N9997	DEALER CONTACT			
N9998	NAME: STEVE JEWELL PH:210-852-7910			
N9999	JSW 10/25/11 OC007			

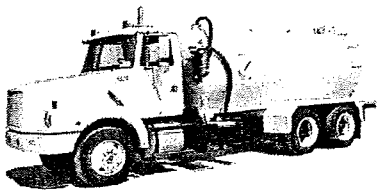
UNIT TYPE 1 OF FLEET 332309 THRU 332314

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	** TOTAL ESTIMATED WEIGHT			17,258
	TOTAL LIST PRICE		168,808	
	BELOW CHARGES NOT INCLUDED IN TOTAL LIST PRICE			
9508883	- TC460(C) PRICE PROTECTED TRACKING CODE		0	
	ADJUSTED LIST PRICE		168,808	
	PROMOTION PROGRAM CODE 0000325 @ 0.00 %		0	
TC460	KENWORTH FALL 2011 CLASS 8 ASAP & ISX SALES PROG-USA			
	CHANGE ORDER CHARGE		50	
	SURCHARGE/OPTIONS NO DISC			
9210210	- 2010 EPA Heavy Duty Surcharge $9250		9,250	
	TOTAL SURCHARGE/OPTIONS NOT SUBJECT TO DISC		9,250	
	OPTIONAL EXT WTY & PRV MNT			
6679811	- 2010 EPA Emissions Diesel Engine		0	
	ULTRA LOW SULFUR DIESEL FUEL ONLY			
9200021	- STANDARD WARRANTY		0	
	TOTAL OPTIONAL EXT WTY & PRV MNT		0	
	TOTAL TIRE FET INCLUDED -- AS PRODUCED		250	
	MARKETING PROGRAMS AND PROMOTIONS		200	

** WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE UNPUBLISHED OPTIONS. ACTUAL "SHIPPING" WEIGHT MAY VARY.

IZAGUIRRE TRANSPORTATION, LLC

7413 N. La Homa Rd
Mission,TX 78574
Ph:956-584-0554



Email: diana.izaguirre@yahoo.com

Quote

Date	Invoice #
9/9/2016	4356

Bill To

Hidalgo County Purchasing Dept
2802 US-281 BUS
Edinburg, TX 78539

PO#

Due Date
10/31/2016

Date	Truck#/Vacuum...	Equipment	Description	Price	Amount
09/09/2016	5	2013 KENWOR...	Vin# 1XKDD49X5DJ332310 Miles: 140,285 Model: T800 Cummings Engine 450HP PTO and Gardner Denver Pump included	90,000.00	90,000.00
09/09/2016	5	2012 TYTAL	Vin#3T1L1T627CC000117 130 BBL Steel Vacuum Model; 42 ft Length x 98 in Width x 10'6" Height; 11R24.5 Tires; Fixed Tandem Axle; Steel Composition; 5,460 gal Capacity; 130 BBL STEEL VACUUM TRAILER License Plate# 011B136 trailer Color- white	30,000.00	30,000.00

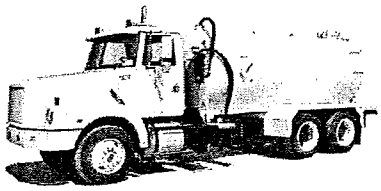
OPENED
9:48
9-14-16
Witnessed

Total	$120,000.00
Balance Due	$120,000.00

Field Office:
7568 South Hwy 16
Jourdanton, Tx 78026
Phone: (956)378-0090
Dispatch: (830)277-1515

IZAGUIRRE TRANSPORTATION, LLC

7413 N. La Homa Rd
Mission,TX 78574
Ph:956-584-0554



Email: diana.izaguirre@yahoo.com

Quote

Date	Invoice #
9/9/2016	4357

Bill To

Hidalgo County Purchasing Dept
2802 US-281 BUS
Edinburg, TX 78539

PO#

Due Date
10/31/2016

Date	Truck#/Vacuum...	Equipment	Description	Price	Amount
09/09/2016	6	2013 KENWOR...	Vin# 1XKDD49X7DJ332311 Miles: 111,901 Model: T800 Cummings Engine 450HP PTO and Gardner Denver Pump included	90,000.00	90,000.00
09/09/2016	6	2012 TYTAL	Vin#3T1L1T624CC000110 130 BBL Steel Vacuum Model; 42 ft Length x 98 in Width x 10'6" Height; 11R24.5 Tires; Fixed Tandem Axle; Steel Composition; 5,460 gal Capacity; 130 BBL STEEL VACUUM TRAILER License Plate # 011B130 trailer Color - white	30,000.00	30,000.00

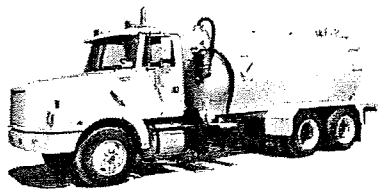
OPENED
9:48
9-14-16
Witnessed

Total	$120,000.00
Balance Due	$120,000.00

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Mission,TX 78574
Ph:956-584-0554



Email: diana.izaguirre@yahoo.com

Quote

Date	Invoice #
9/9/2016	4358

Bill To

Hidalgo County Purchasing Dept
2802 US-281 BUS
Edinburg, TX 78539

PO#	Due Date
	10/31/2016

Date	Truck#/Vacuum...	Equipment	Description	Price	Amount
09/09/2016	8	2013 Kenworth	Vin# 1XKDD49XDDJ332313 Miles: 117,690 Model: T800 Cummings Engine 450HP PTO and Gardner Denver Pump included	90,000.00	90,000.00
09/09/2016	8	2012 TYTAL	Vin#3T1L1T621CC000114 130 BBL Steel Vacuum Model; 42 ft Length x 98 in Width x 10'6" Height; 11R24.5 Tires; Fixed Tandem Axle; Steel Composition; 5,460 gal Capacity; 130 BBL STEEL VACUUM TRAILER License Plate# 011B133 trailer color-white	30,000.00	30,000.00

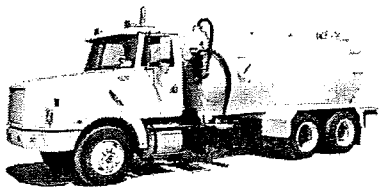
OPENED
9:48
9-14-16
Witnessed

Total	$120,000.00
Balance Due	$120,000.00

Field Office:
7568 South Hwy 16
Jourdanton, Tx 78026
Phone: (956)378-0090
Dispatch: (830)277-1515

IZAGUIRRE TRANSPORTATION, LLC

7413 N. La Homa Rd
Mission,TX 78574
Ph:956-584-0554



Email: diana.izaguirre@yahoo.com

Quote

Date	Invoice #
9/9/2016	4359

Bill To

Hidalgo County Purchasing Dept
2802 US-281 BUS
Edinburg, TX 78539

PO#

Due Date
10/31/2016

Date	Truck#/Vacuum...	Equipment	Description	Price	Amount
09/09/2016	9	2013 KENWOR...	Vin# 1XKDD49X6DJ340562 Miles: 157,009 Model: T800 Cummings Engine 450HP PTO and Gardner Denver Pump included	90,000.00	90,000.00
09/09/2016	13	2012 GLOBAL	Vin# 1G9KT3828CE458003 130 BBL Steel Vacuum Model; 42 ft Length x 98 in Width x 10'6" Height; 11R24.5 Tires; Fixed Tandem Axle; Steel Composition; 5,460 gal Capacity; 130 BBL STEEL VACUUM TRAILER License Plate# 017C822 trailer color - white	30,000.00	30,000.00

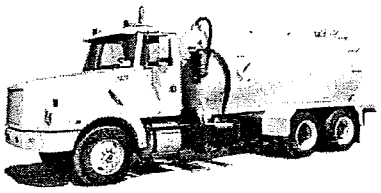
OPENED
9:48
9-14-16
Witnessed

Total	$120,000.00
Balance Due	$120,000.00

Field Office:
7568 South Hwy 16
Jourdanton, Tx 78026
Phone: (956)378-0090
Dispatch: (830)277-1515

IZAGUIRRE TRANSPORTATION, LLC

7413 N. La Homa Rd
Mission,TX 78574
Ph:956-584-0554



Email: diana.izaguirre@yahoo.com

Quote

Date	Invoice #
9/9/2016	4360

Bill To

Hidalgo County Purchasing Dept
2802 US-281 BUS
Edinburg, TX 78539

PO#

Due Date
10/31/2016

Date	Truck#/Vacuum...	Equipment	Description	Price	Amount
09/09/2016	12	2013 KENWOR...	Vin# 1XKDD49X8DJ340563 Miles: 139,124 Model: T800 Cummings Engine 450HP PTO and Gardner Denver Pump included	90,000.00	90,000.00
09/09/2016	9	2012 TYTAL	Vin#3T1L1T623CC000115 130 BBL Steel Vacuum Model; 42 ft Length x 98 in Width x 10'6" Height; 11R24.5 Tires; Fixed Tandem Axle; Steel Composition; 5,460 gal Capacity; 130 BBL STEEL VACUUM TRAILER License Plate# 011B134 trailer color - white	30,000.00	30,000.00

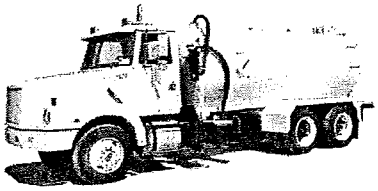
OPENED
9:48
9-14-16
Witnessed

Total	$120,000.00
Balance Due	$120,000.00

Field Office:
7568 South Hwy 16
Jourdanton, Tx 78026
Phone: (956)378-0090
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IZAGUIRRE TRANSPORTATION, LLC

7413 N. La Homa Rd
Mission,TX 78574
Ph:956-584-0554



Email: diana.izaguirre@yahoo.com

Quote

Date	Invoice #
9/9/2016	4361

Bill To

Hidalgo County Purchasing Dept
2802 US-281 BUS
Edinburg, TX 78539

PO#

Due Date
10/31/2016

Date	Truck#/Vacuum...	Equipment	Description	Price	Amount
09/09/0216	10	2013 KENWOR...	Vin# 1XKDD49X2DJ332314 Miles: 128,085 Model: T800 Cummings Engine 450HP PTO and Gardner Denver Pump included	90,000.00	90,000.00
09/09/2016	10	2012 TYTAL	Vin#3T1L1T62XCC000113 130 BBL Steel Vacuum Model; 42 ft Length x 98 in Width x 10'6" Height; 11R24.5 Tires; Fixed Tandem Axle; Steel Composition; 5,460 gal Capacity; 130 BBL STEEL VACUUM TRAILER License Plate# 011B132 trailer color - white	30,000.00	30,000.00

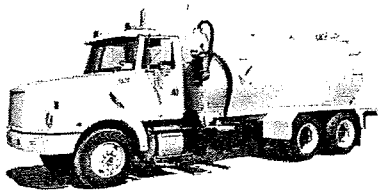
OPENED
9:48
9-14-16
Witnessed

Field Office:
7568 South Hwy 16
Jourdanton, Tx 78026
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Dispatch: (830)277-1515

Total	$120,000.00
Balance Due	$120,000.00

IZAGUIRRE TRANSPORTATION, LLC

7413 N. La Homa Rd
Mission,TX 78574
Ph:956-584-0554



Email: diana.izaguirre@yahoo.com

Quote

Date	Invoice #
9/9/2016	4363

Bill To

Hidalgo County Purchasing Dept
2802 US-281 BUS
Edinburg, TX 78539

PO#

Due Date
10/31/2016

Date	Truck#/Vacuum...	Equipment	Description	Price	Amount
09/09/2016	11	2013 KENWOR...	Vin# 1XKDD49X4DJ340561 Miles: 108,000 Model: T800 Cummings Engine 450HP PTO and Gardner Denver Pump included	90,000.00	90,000.00
09/09/2016	11	2012 GLOBAL	Vin#1G9KT3828CE458001 130 BBL Steel Vacuum Model; 42 ft Length x 98 in Width x 10'6" Height; 11R24.5 Tires; Fixed Tandem Axle; Steel Composition; 5,460 gal Capacity; 130 BBL STEEL VACUUM TRAILER License Plate# 017C821 trailer color-white	30,000.00	30,000.00

OPENED
9:48
9-14-16
Witnessed

Field Office:
7568 South Hwy 16
Jourdanton, Tx 78026
Phone: (956)378-0090
Dispatch: (830)277-1515

Total	$120,000.00
Balance Due	$120,000.00

KENWORTH
VMXXR036-1
UNIT TYPE 1 OF FLEET

CHASSIS FINAL BILL
VIN 1XKDD49X4DJ340561
*0554 THRU 340563

last VIN# 340554 ~ 340563

DEALER CODE - F428
NAME AND ADDRESS
FRENCH-ELLISON TRUCK CTR

P. O. BOX 200187

SAN ANTONIO TX 78220

CUSTOMER NO - CG59
FETC STOCK T800 42 .

DATES
REQ DELV 03/12/12

DELIVERY 03/19/12
PRIC EFF 03/19/12

THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS

DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION

COMMODITY HAULED 0091042 GRAVEL/CRUSHED ROCK/SAND

INTENDED SERVICE 0093005 LOCAL PICKUP & DELIVERY

BODY LENGTH .00 IN BODY HEIGHT .00 IN
MAX LADEN WEIGHT .00 LBS

TRAILER

TRAILER TYPE 0096020 END DUMP
PREV: SEMI - END DUMP

TRAILER LENGTH 32.00 FT TRAILER HEIGHT 12.00 FT
KINGPIN 12.00 IN CTR LINE AXLE GRP .00 IN
CORNER RADIUS 7.00 IN NO TRAILER AXLES 02

OPERATING AREA RESTRICTIONS

LENGTH 120.00 FT WIDTH 102.00 IN HEIGHT 15.00 FT

CHASSIS

FRONT AXLE LOAD 12000.00 LBS REAR AXLE LOAD 40000.00 LBS GCW 80000.00 LBS
WHEELBASE 224.00 IN FAX/BOC 74.00 IN CAB/AXLE 150.00 IN
CAB/EOF 210.00 IN MAXIMUM GRADE 06 PERCENT HIGHWAY 090 % CLASS B 010
% CLASS C 000
% CLASS D 000

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098025 U.S. DOMESTIC REGISTRY

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	BASE MODEL			
0000800	T800 CONVENTIONAL	P	137,774	15,254
0070066	T800	P	0	0
0080055	CARB IDLE EMISSIONS REDUCTION FEATURE CUMMINS ENGINES	P	100	0
0090004	42 INCH MODULAR SLEEPER With rear axle capacity less than 59K	P	0	0
	ENGINE AND ENGINE EQUIPMENT			
0123065	ISX15 450@1800 369@2100 1650@1100 2010 with Intebrake	P	88	344
N0902	P02 YES....CRUISE CONTROL AUTO RESUME			
N0904	P04 NO.....AUTO ENGINE BRAKE IN CRUISE			
N0906	P06 YES....GEAR DOWN PROTECTION			
N0910	P11 YES....ENGINE PROTECTION SHTDWN			
N0912	P14 68.....MAX VEHICLE SPEED IN TOP GEA			
N0914	P19 75.....MAX CRUISE CONTROL SPEED			
N0916	P26 1400...MAX PTO SPEED			
N0918	P10 NO.....IDLE SHTDWN			
N0920	P32 8.....IDLE SHTDWN TIME			
N0922	P33 NO.....IDLE SHTDWN OVERRIDE			
1000153	Prospector version 28.0 Supersedes previous version 27.0	P	0	0
1002060	AIR COMPRESSOR:18.7 CFM F/CUMMINS,PX-6, PX-8 AND NOT PRE 2007 ISB OR PX-6	P	0	0
1051086	AIR CLEANER POWERCORE 10" ENGINE MOUNT 2007 & 2010 engines	P	0	0
1098005	FILTER MINDER AIR REST INDIC:A/CLNR-MTD (MTD ON INTAKE PIPE W/ SS CLNR OR T300)	P	46	0
1105220	Fan Hub; Horton 2-Speed for ISX15 only	P	294	0
1125640	COOLING MODULE: 1440 SQ	P	0	0
1160208	BUGSCREEN MTD BETWEEN HOOD AND GRILL SEMI RIGID,NON-REM	P	111	2
1247165	EXH:RH under cab SCR w/dual SOC mounted tailpipes For Daycabs,or Modular SLPRS	P	1,556	99
1290236	Tailpipe: 5" Dual 36" 45 Deg Curved	P	0	0
1328010	Fuel filter; PACCAR Primary un-heated for 2010+ EPA engines only,w/WIF sensor	P	0	0
1816161	ALTERNATOR: BOSCH 160 AMP brush type	P	3	0
1821210	BATT: 3 PACCAR GP31 THR (700) 2100 CCA DUAL PURPOSE BATTERIES	P	0	0
1836100	PACCAR 12V STARTER	P	0	0
	MAIN TRANSMISSION AND CLUTCH			
2058368	FULLER FRO16210C 10-SPEED CONCEPT 2000 WITH INTERNAL OIL COOLER; NO PUMP	P	0	18

UNIT TYPE 1 OF FLEET 340554 THRU 340563

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
2250600	Clutch: Eaton 15-1/2" ceramic to 1650 lb-ft Easy Pedal Advantage	P	0	0
2294035	GREASE BANK F/CLUTCH & CROSS SHAFT FRAME MOUNTED	P	91	11
2405405	DRIVELINE:2 HVY DUTY; 1 CENTERBEARING	P	617	99
2429100	Chassis will be fitted w/ LH trans PTO (PREVENTS ECU F/INTERFERING W/PTO ONLY)	P	0	0
2460025	INTERNAL COOLER FOR FULLER FR/FRO/FRLO SERIES MAIN TRANS 1550-1850LBFT	P	0	0
2493004	AL CLUTCH HSG REPL CAST IRON F/ FULLER TRANS RATED 1450 THRU 2050 LBFT	P	64	53-
	FRONT AXLE AND EQUIPMENT			
2502203	DANA SPICER E-1202I 12K*3.5" DROP IF MED DUTY, USE CODE 2502204 W/HYD BRK	P	0	0
2601605	FR BRK:BENDIX RSD ES 16.5X5*10-13.2KCAP Req w/USA&CAN 6x4 tractor w/o lift axle	P	461	57
2690002	FR BRK DRUM: CAST 16.5X5	P	20	37
2701300	HUB:ALUM*HUB PILOT*MAX CAP 13.2K 11.25" BC*"TURBO"*10-BOLT	P	0	0
2741950	DANA LMS HUB PKG FRONT AXLE	P	0	0
2750001	FR HUBCAP: VENTED	P	0	0
2765001	FR AUTO SLACK ADJUST	P	0	0
2863012	FR SPR: TAPERLEAF 12K W/SHOCK ABSORBERS	P	0	0
2893651	PWR STRG: SING GEAR *TRW TAS65 13.2K 2010: Not for use on T3	P	0	0
	REAR AXLE AND EQUIPMENT			
3124403	DANA SPICER DSP41 40K DUAL 7/16" HVY-WALL HSG/INDUCT HARDND SPINDL	P	172	31
3200355	REAR AXLE RATIO-3.55	P	0	0
3304006	RR BRK:BENDIX RSD 16.5X7 DUAL to40K Req w/US&Can 6x4 tractor w/o lift	P	15	2
3392005	RR BRK DRUM: CAST S-CAM DUAL	P	0	0
3407050	RR HUB:AL HUB-PILOT DUAL 11-1/4"BC REQUIRES "R" SERIES OUTER ENDS	P	0	0
3441952	DANA LMS HUB PKG DUAL REAR AXLE	P	0	0
3465002	RR AUTO SLACK ADJUST: DUAL	P	0	0
3485207	SPRING BRK: 3030 LONGSTROKE DUAL	P	32	0
3495226	ABS:BENDIX 4S/4M FR WHL+2 GRP RR WHL*AVL ONLY W/AIR BRK	P	0	0
3730032	KW AG400*40K DUAL*54"AS* 9" RIDE HT Includes air susp dump valve.	P	3,203	249-
	TIRES, WHEELS & RIMS			
4017193	FR MICHELIN XZA3+ 275/80R24.5 14PR PART: MN275/80R245GXZA3P FET: 50	P	282	13
4217389	RR MICHELIN XDA5 275/80R24.5 14PR PART: MN275/80R245GXDA5 FET: 200	P	1,864	212
4900008	CODE-REAR TIRE QTY 08.			
5045147	FR WHL:KW STYLIZED II 98760 24.5X8.25 HUB PILOT MOUNT AL	P	487	20-

UNIT TYPE 1 OF FLEET 340554 THRU 340563

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
5854010	SING FR AXLE: POL OUTBD SURFACE OF WHEELS	P	99	0
5854012	DUAL RR AXLES: POL OUTBD SURFACE OF OUTER WHLS (QTY 4) -2	P	279	0
5245147	RR WHL:KW STYLIZED II 98760 24.5X8.25 HUB PILOT MOUNT	P	1,948	80-
5900008	CODE-REAR RIM QTY 08.			
	FRAME AND EQUIPMENT			
6054400	FRAME RAILS:10-5/8 X 5/16" STL 285-336" SECTION MOD:14.80, RBM:1,776,000 LBS,	P	148	0
6302461	BUMPER:TAPERED CHROME STEEL CHANNEL REQS BUMPER SETTING CODE	P	194	64
6319485	48.5 INCH BUMPER SETTING*REQS BUMPER CODE	P	0	0
6321005	REMOVABLE FRONT TOW HOOKS: 2	P	151	15
6390103	FR MDFLPS	P	0	0
6405080	T8 BATT BOX MODULE:PAR ALUM UND, EXTEND LENGTH, ALUM DP INTEGRAL STEP COVER	P	25	73
6409901	BATTERY BOX LOCATION: LEFT HAND SIDE	P	0	0
6410010	FRAME AC EQUIP:GRABHANDLE(S) LH MOUNTED	P	47	0
6410011	FRAME AC EQUIP:GRABHANDLE(S) RH MOUNTED	P	47	0
6414024	FRAME ACCESS DECK PLATE: 2' ALUMINUM	P	113	11
6417009	FRAME ACCESS STEPS:2 F/ TANK BOC RH FUEL OR HYDRAULIC	P	159	7
6418008	FRAME ACCESS STEPS:2 F/ TANK BOC LH FUEL OR HYDRAULIC	P	153	7
6451090	T470,C500,T660,T800 NON-POLISH DPF/SCR DP COVER W/STEP. CAB ACCESS RH UNDER	P	187	31
6490440	HEAVY DUTY BOC CROSSMEMBER ASSEMBLY	P	103	22
6593088	FW:AIR JOST JSK37USB-A9PX16 16.0" 8.75" OUTBRD W/RETRAC HANDLE 50K	P	2,332	542
6680000	REAR OR FIXD SETTING AHD C/L BOGIE 000.			
6721102	RR MDFLP ARMS:BETTS B25 STD DUTY STRAIGHT (KIT INCL B1732 MTG BRKTS)	P	0	0
6722000	RR MDFLP SHIELDS:WHITE PLASTIC KW LOGO ANTISAIL	P	0	0
6734005	QTR FDR:SS W/PAINTED STL BRKTS SINGLE POST MOUNT	P	250	55
6745270	TOP FLANGE RR FRAME BENT/WELD: W/ CM	P	90	18
	FUEL TANKS AND EQUIPMENT			
7214120	FUEL TANK:120 US GAL 24.5" AL BOC RPL	P	13	7
7216100	FUEL TANK:100 US GAL 24.5" AL BOC ADD	P	1,632	115
7722020	DEF TANK: MEDIUM ROUND	P	108	33
7840029	POLISH ONLY: 2 ALUMINUM TANKS	P	528	0
7840038	POLISHED COVER:1 DEF TANK ANY SIZE	P	278	0
7889062	POLISHED STRAPS: 2 TANKS ANY SIZE	P	92	0
7889245	ANTI-SIPHON DEVICE F/TANK FILLER NECK ANY NUMBER OF TANKS	P	0	0
7889603	DEF TANK LOCATION: RH	P	0	0
7930120	LOCATION RH BEHIND CAB 120 GAL.			

UNIT TYPE 1 OF FLEET 340554 THRU 340563

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
7940100	LOCATION LH BEHIND CAB 100 GAL.			
	CAB AND EQUIPMENT			
8024344	CAB WITH FLAT GLASS WINDSHIELD	P	0	0
8058542	SLEEPER: 42" 42" X 37" OPENING	P	9,070	514
8080137	CAB DOOR BEARING BLOCKS: TOP & BOTTOM	P	27	0
8080918	LH & RH UPPER SLPR EMERGENCY EXIT DOORS W/VENTS. NA W/ 38" OR 86" AEROCABS*	P	352	24
8090103	HOOD:METTON SLOPED 1-PIECE W/GRILLE SHELL	P	0	0
8098404	ADD 4 RIBS ON RADIATOR GRILLE	P	90	2
8178210	HEATER/AIR COND:SEP UNITS CAB & SLPR INCL 5 MODE ROTARY CTRL*N/A W/ 38" SLPR	P	0	0
8201013	STRG WHL: 18" 4-SPK	P	0	0
8201200	STRG COLUMN:ADJ TELESCOPNG TILT*CODE F/18" STRG WHEEL*	P	334	0
8205055	PTO AIR CTRL(LARGE):FOR C/I PTO W/PPG/ LT*DASH MTD*MUST CODE F/ PTO INFO CODE*	P	362	0
8205087	AUTO SUSP DUMP W/PTO ENGAGEMENT*REQD W/ AIR SUSP & DUMP APPLICATIONS*	P	51	2
8205103	INFO FOR C/I PTO: CHELSEA 488/489/812 8-BOLT	P	0	0
8208495	SW: 2 SPARES WIRED TO POWER	P	53	0
8225658	GAU:AXLE OIL TEMP DUAL DR AXLE(2 GAU) W/INTEGRAL WARN LT	P	72	0
8226660	GAU: OIL TEMP MAIN TRANSMISSION	P	35	0
8282004	Kenworth Driver Information Center (Highline display)	P	0	0
8282009	INSTRUMENT PACKAGE	P	0	0
8332042	INTERIOR: CAB/42" SLEEPER SPLENDOR	P	0	0
8343304	INTERIOR COLOR: SLATE GRAY W/TRIM COLOR DARK SLATE GRAY	P	0	0
8390733	FLOORMAT: SLEEPER	P	0	0
8410091	DR SEAT: KW AIR-CUSHION PLUS HB CLOTH INCL DUAL ARMRESTS & SUSPENSION COVER*	P	0	0
8480090	RD SEAT: KW STL TOOLBOX PLUS HB CLOTH *INCL DUAL ARMRESTS*SUSP COVER NA	P	0	0
8490110	SEAT COLOR: DARK SLATE GRAY	P	0	0
8520141	MATTRESS:PREMIUM POCKET INNERSPRING ON LOWER BUNK ONLY	P	0	0
8530237	FLOORMAT: TOOL COMPARTMENT	P	0	0
8601404	KENWORTH AM/FM/CD RADIO W/CLOCK* W/L.E.D. LIGHTING*W/WEATHER BAND	P	359	4
8699926	CB installation kit center mounted of header w/quick mt release dual antenna	P	225	0
8700101	BLACK DASH REPLACING TRIM COLOR DASH	P	43	0
8700168	TURN SIGNAL SWITCH: COLUMN-MTD DIMMER INCL INTERMITTENT WIPER CONTROL	P	0	0
8700186	ELECTRIC DOOR LOCKS*LH/RH*	P	0	0
8700405	STAINLESS STEEL PERMIT PANELS ON CAB *N/A W/LIFT CTRLS OR GAUGES MTD UNDER	P	90	13

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
8800271	GRABHANDLE: 1 LONG RH	P	0	0
8800373	GRABHANDLE: 1 LONG LH	P	0	0
8800400	GRABHANDLE:1 LH INSD DOOR FRAME ABOVE DASH	P	0	0
8800401	GRABHANDLE:1 RH INSD DOOR FRAME ABOVE DASH	P	0	0
8832112	DAYLITE DOOR: LH/RH INCL RH PEEPER WINDOW	P	0	0
8841618	AIR HORN: DUAL RECT 23" LH/RH ROOF INCL AIR HORN COVERS	P	180	4
8850235	CX MIRR: DUAL SS 9" MIRR BRKT OFFSET STUD MOUNTING * NON-HTD	P	45	9
8850300	CX MIRR: SING 8-1/2"X4-7/16"*PASSENGER SIDE*DOOR MTD, NON-HTD	P	0	0
8862101	MIRROR: DUAL PRUTSMAN POL SS SIZE:7"X16" * NON-HTD	P	21-	0
8869005	MIRROR BRKT: DUAL 8-1/2'	P	0	0
8879200	WINDOW LIFT:ELEC PWR RH SIDE/MAN LH SW LOCATED ON DOOR PAD	P	0	0
8890110	WINDSHIELD: 2-PC ROPED W/ FLAT GLASS	P	10	0
8890135	SUNVISOR:EXTERIOR STAINLESS STEEL	P	113	11
	LIGHTS AND SIGNALS			
9010802	HEADLAMPS: DUAL REC HAL EXT LIFE DUAL BEAM *N/A T800/C500 WIDE HOOD*	P	0	0
9022137	MARKER: 5 RECTANGULAR LED	P	80	0
9030010	TURN SIGNAL:CONV FENDER-MTD	P	0	0
9030028	WIRE FOR C/I TURN SIGNALS MID CHASSIS	P	252	0
9052011	FLOODLIGHTS: DUAL FLUSH 1ST SET	P	122	2
9059911	1ST SET LOC: MID F/DUAL (LH IF SINGLE)	P	0	0
9070012	LED Stop/Turn/Tail - Flange Mounted with two LED backup lights	P	0	0
9090037	SW: SEP F/TRLR MARKER LTS REQ'S TRAILER CONNECTION	P	34	0
9090039	INTERRUPTER SWITCH FOR MARKER LTS B-CAB:INCL IN TURN SIGNAL	P	0	0
9090126	BACKUP ALARM: ELECTRIC	P	130	4
9090845	CIRCUIT BREAKERS: TO REPLACE FUSES *DOES NOT APPLY TO ANY 5-AMP FUSE*	P	32	0
	AIR EQUIPMENT			
9101210	AIR DRYER: BENDIX AD-IS HEATED	P	0	0
9108001	MOISTURE EJT VLV: PULL CABLE DRAIN	P	0	0
9110037	TRAC KIT:BOC-MTD W/SL BAR/SPR HGR GLAD-HAND LH SIDE	P	708	20
9121115	AIR/LIGHT LINES: 15 FT COILED	P	72	0
9140020	NYLON AIR TUBING: FRAME/CAB	P	0	0
9140328	TRAILER ABS ELECT SUPPLY THRU SAE J560 7 PIN CONNECTOR (PER TMC RP137)	P	0	0

ORDER REVIEWED BY APPLICATIONS TECH:

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
9290014	ROY KOCHER (740)774-5369	U	0	0
	GLIDER KITS AND ASSEMBLIES			
9400071	SPECIFY SHIP DESTINATION BY NARRATIVE	P	0	0
	SPECIAL EQUIPMENT			
9490206	WARNING TRIANGLE REFLECTOR KIT: 3 TRIANGLES IN PLASTIC CASE	P	30	4
9490406	FIRE EXT: ONE 5# DRY CHEMICAL TYPE MTD OUTBOARD OF RD. SEAT, Class ABC.	P	104	11
N9400	SHIP CH 340549-550 TO CONVERSE TX F428			
N9401	SHIP CH 340551-552 TO LAREDO TX F426			
N9402	SHIP 340553 TO CORPUS CHRISTI TX F425			
N9403	SHIP CH 340554-555 TO CONVERSE TX F428			
N9404	SHIP CH 340556-557 TO PHARR, TX F426			
N9405	SHIP 340558 TO CORPUS CHRISTI TX F425			
N9406	SHIP CH 340559-560 TO CONVERSE TX F428			
N9407	SHIP CH 340561-562 TO PHARR, TX F426			
N9408	SHIP 340563 TO CORPUS CHRISTI TX F425			
N9495	5- ASAP BUILD, 5- 06/30/12 BUILD,			
N9496	5- 09/30/12 BUILS			
N9497	SHIP 2- F428, F426, 1- F425			
N9498	SHIP SAME FOR ALL THREE BUILDS			
	PAINT COLOR NUMBER			
9700000	PAINT COLOR NUMBER	P	0	0
N9702	A - L0006EB WHITE B/C			
N9720	FRAME N0001EA BLACK			
	PAINT			
9943219	IMRON SOLID 1 COLOR CONV FLATOP SPEC A	P	0	0
9960006	***PAINT SKETCH VERIFIED***	U	0	0
9965510	PAINT:BASE COAT/CLEAR COAT*REQS PAINT EXTERIOR & PAINT COLOR L SERIES CODES*	P	0	0
N9996	SALESPERSON ID: STEVEJEWELL04			
N9997	DEALER CONTACT			
N9998	NAME: STEVE JEWELL PH:210-662-9333			
N9999	JRK 12/16/11 OC003			

** TOTAL ESTIMATED WEIGHT 17,365
TOTAL LIST PRICE 169,310

BELOW CHARGES NOT INCLUDED IN TOTAL LIST PRICE
9508981 - TC466(C) PRICE PROTECTED TRACKING CODE 0
ADJUSTED LIST PRICE 169,310

PROMOTION PROGRAM CODE 0000375 @ 0.00 % 0
TC466 KENWORTH 1ST QTR 2012 CLASS 8 ASAP SALES PROG - USA

SURCHARGE/OPTIONS NO DISC

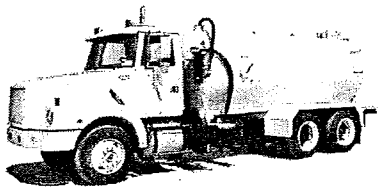
UNIT TYPE 1 OF FLEET 340554 THRU 340563

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
9210210	- 2010 EPA Heavy Duty Surcharge $9250		9,250	
TOTAL SURCHARGE/OPTIONS NOT SUBJECT TO DISC			9,250	
	OPTIONAL EXT WTY & PRV MNT			
6679811	- 2010 EPA Emissions Diesel Engine ULTRA LOW SULFUR DIESEL FUEL ONLY		0	
9200021	- STANDARD WARRANTY		0	
TOTAL OPTIONAL EXT WTY & PRV MNT			0	
TOTAL TIRE FET INCLUDED -- AS PRODUCED			250	
MARKETING PROGRAMS AND PROMOTIONS			280	

** WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE UNPUBLISHED OPTIONS. ACTUAL "SHIPPING" WEIGHT MAY VARY.

IZAGUIRRE TRANSPORTATION, LLC

7413 N. La Homa Rd
Mission,TX 78574
Ph:956-584-0554



Email: diana.izaguirre@yahoo.com

Quote

Date	Invoice #
9/9/2016	4362

Bill To

Hidalgo County Purchasing Dept
2802 US-281 BUS
Edinburg, TX 78539

PO#	Due Date
	10/31/2016

Date	Truck#/Vacuum...	Equipment	Description	Price	Amount
09/09/2016	13	2013 Kenworth	Vin# 1XKDDP9X6CJ329089 Miles: 136,304 Model: T800 Paccar Engine 450HP PTO and Gardner Denver Pump included	90,000.00	90,000.00
09/09/2016	7	2012 TYTAL	Vin#3T1L1T629CC000118 130 BBL Steel Vacuum Model; 42 ft Length x 98 in Width x 10'6" Height; 11R24.5 Tires; Fixed Tandem Axle; Steel Composition; 5,460 gal Capacity; 130 BBL STEEL VACUUM TRAILER License Plate# 011B137 trailer color-white	30,000.00	30,000.00

OPENED
9:48
9-14-16
Witnessed

Field Office:
7568 South Hwy 16
Jourdanton, Tx 78026
Phone: (956)378-0090
Dispatch: (830)277-1515

Total	$120,000.00
Balance Due	$120,000.00

CHASSIS NUMBER: 329089 **Plant:** J

MODEL: 0000800

CUSTOMER NAME: FETC STOCK

FIRM DATE: 10/28/11

REPORT DATE:03/02/12
CHASSIS NUMBER: 329089
DEALER NO: F428
DEALER PO:
DEALER NAME AND ADDRESS:
FRENCH-ELLISON TRUCK CTR
P. O. BOX 200187
SAN ANTONIO TX 78220
(Kenworth)
SHIPPING DESTINATION: SEE SHIPPING NARRATIVES

MODEL: 0000800

PLANT CODE: J
OPS STAT: INVS
CUSTOMER PO:
CUSTOMER NAME AND ADDRESS:
CG59
FETC STOCK

STARTING CHASSIS NO: 329087

ENDING CHASSIS NO: 329089

REQUESTED: 10/05/11
TENTATIVE DATE: 10/24/11

PRICE EFFECTIVE DATE: 07/01/11
FIRM DATE: 10/28/11

WHEELBASE: 214.00 IN
CAB TO END OF FRAME: 200.00 IN

CAB TO AXLE: 140.00 IN
AXLE TO BACK OF CAB: 74.00 IN

OPTION	DESCRIPTION	PUB	PRICE	WGT
	BASE MODEL			
0000800	T800 CONVENTIONAL	P	133722	15254
0070066	T800	P	0	0
0080066	CARB Idle Emissions reduction Feature PACCAR MX engines - Low NOx Idle	P	100	0
0090004	42 INCH MODULAR SLEEPER With rear axle capacity less than 59K	P	0	0
	ENGINE AND ENGINE EQUIPMENT			
0700455	PACCAR MX-455 2010 455@1900 1650@1100 with engine brake	P	0	0
N0902	P252 68....MAX VEHICLE SPEED IN TOP GEA			
N0904	P214 75....MAX CRUISE SPEED (P214)			
N0906	P285 0.....IDLE SHUTDOWN TIME (P285)			
N0908	P282 0.....SHUTDOWN DISABLED W/ TEMP AB			
N0910	P283 0.....SHUTDOWN DISABLED W/ TEMP BE			
N0912	P205 19....MINIMUM SPEED TO TURN CRUISE			
N0916	P207 19....MINIMUM CRUISE CONTROL SPEED			
N0918	P206 16....MIN SPEED TO AUTOMATICALLY T			
N0920	P211 1.....VALUE TO INCREASE SPEED W/ S			
N0922	P210 1.....VALUE TO REDUCE SPEED W/ RES			
N0924	P230 OFF...ALLOW MULTI-TORQUE ONLY WHEN			
N0926	P286 0.....IDLE SHUTDOWN TIME W/O PARK			
N0928	P280 0.....COOLANT TEMPERATURE IDLE SHU			
N0930	P288 OFF...ENABLE ENGINE IDLE SHUTDOWN			
N0932	P284 0.....TIME INTERVAL FOR IDLE SHUTD			
N0934	P293 OFF...ENGINE LOAD USED AS PTO TIME			
N0936	P281 35....ENGINE LOAD FOR IDLE SHUTDOW			
N0938	P244 ON....ENABLE/DISABLE (P244)			
N0940	P245 100...DECREASE ENGINE SPEED W/ RES			
N0942	P247 100...INCREASE ENGINE SPEED W/ SET			
N0944	P246 100...RATE TO DECREASE ENGINE SPEE			
N0946	P248 100...RATE TO INCREASE ENGINE SPEE			
N0948	P249 1000..MAXIMUM FAST IDLE CONTROL EN			
N0950	P250 500...RATE OF ENG SPD INCREASE/DEC			
N0952	P254 OFF...CLUTCH PEDAL OPERATED DEPRE			
N0954	P255 ON....SERVICE BRAKE OPERATED DEPR			
N0956	P256 0.....PTO DISENGAGEMENT SERVICE BR			
N0958	P257 ON....PARKING BRAKE SET (P257)			
N0960	P259 1.....PTO VEHICLE SPEED LIMIT (P25			
N0962	P294 OFF...TRANSMISSION IN NEUTRAL (P29			
N0964	P263 50....REDUCE ENGINE SPEED W/ RESUM			

N0966	P264 50....INCREASE ENGINE SPEED W/ SET			
N0968	P261 1250..RATE OF DECREASE IN ENGINE S			
N0970	P262 1250..RATE OF INCREASE IN ENGINE S			
N0972	P265 250...RATE OF DECREASE IN ENGINE S			
N0974	P266 150...RATE OF INCREASE IN ENGINE S			
N0976	P269 0.....SET POINT W/ SET/ACCEL SWITC			
N0978	P260 0.....PTO ENGINE CONTROL TORQUE RE			
N0980	P267 1900..MAXIMUM ENGINE SPEED DURING			
1000152	Prospector version 27.0 Supersedes previous version 26.1	U	0	0
1000206	Engine monitoring protection -Shutdown- Paccar MX engine parameter	P	0	0
1000207	Application Engr Review: Eng/Pwrtrain Gearing	U	0	0
1000208	Application Engrg Review: Engine Parameter Review	U	0	0
1000209	Application Engrg Review: Speed Control Management	U	0	0
1000212	MX Engine Parameter:PTO Speed control from cab station with accelerator pedal	P	0	0
1000237	Enable Auto-Retard, Paccar MX engine parameter	P	0	0
1000239	Engine Parameter: Driveline Protect - torque limiting PACCAR MX	P	0	0
1000240	Idle shutdown timer - Disabled- Paccar MX engine parameter	P	0	0
1000244	PT Optimization analysis: Balance PACCAR MX power/economy blend results	P	0	0
1000257	Customer's Typical Operating Spd:70 MPH	P	0	0
1000276	SCM: MX Progressive Shift	P	0	0
1000277	SCM: MX Gear Down Protection	P	0	0
1006002	Air Compressor: WABCO 28 CFM PACCAR MX	P	0	0
1051086	AIR CLEANER POWERCORE 10" ENGINE MOUNT 2007 AND 2010 engines	P	0	0
1098005	FILTER MINDER AIR REST INDIC:A/CLNR-MTD (MTD ON INTAKE PIPE W/ SS CLNR OR T300)	P	45	0
1107190	Fan Hub: Borg Warner 2010+ only	P	0	0
1125640	COOLING MODULE: 1440 SQ	P	0	0
1247165	EXH:RH under cab SCR w/dual SOC mounted tailpipes For Daycabs,or Modular SLPRS	P	1435	99
1290236	Tailpipe: 5" Dual 36" 45 Deg Curved	P	0	0
1324378	Davco 382 Fuel Filter/H2O Sep unheated W/WIF PACCAR MX ONLY	U	0	15
1500026	Kenworth fuel cooler for PACCAR MX eng	U	0	0
1816161	ALTERNATOR: BOSCH 160 AMP brush type	P	5	0
1821210	BATT: 3 PACCAR GP31 THR (700) 2100 CCA DUAL PURPOSE BATTERIES	P	0	0
1836100	PACCAR 12V STARTER	P	0	0
1900084	Multi-function eng conn for body bldr interface PACCAR MX engine only	P	0	0
1900086	CONNECTION BTWN PTO SW AND ENG Requires code 1900082 Cummins/1900084 PACCAR MX	P	78	0
	MAIN TRANSMISSION AND CLUTCH			
2058362	FULLER FRO16210C 10-SPEED CONCEPT 2000 WITH PUMP AND EXTERNAL OIL COOLER	P	26-	0
2250600	Clutch: Eaton 15-1/2" ceramic to 1650 lb-ft Easy Pedal Advantage	P	0	0
2294035	GREASE BANK F/CLUTCH AND CROSS SHAFT FRAME MOUNTED	P	88	11
2405405	DRIVELINE:2 HVY DUTY; 1 CENTERBEARING	P	630	99

2429100	Chassis will be fitted w/ LH trans PTO (PREVENTS ECU F/INTERFERING W/PTO ONLY)	P	0	0
2460042	14" EATON/FULLER HI CAP OIL TO WTR CLR STD F/TRAN 1550-2250LBFT,18SPD AUTOSHFT	P	0	0
2493004	AL CLUTCH HSG REPL CAST IRON F/ FULLER TRANS RATED 1450 THRU 2050 LBFT	P	62	53-
	FRONT AXLE AND EQUIPMENT			
2502321	DANA SPICER E-1322I 13.2K 3.5" DROP	P	228	33
2601605	FR BRK:BENDIX RSD ES 16.5X5*10-13.2KCAP Req w/USA AND CAN 6x4 tractor w/o lift axle	P	378	57
2690002	FR BRK DRUM: CAST 16.5X5	P	18	37
2701300	HUB:ALUM*HUB PILOT*MAX CAP 13.2K 11.25" BC*"TURBO"*10-BOLT	P	0	0
2741950	DANA LMS HUB PKG FRONT AXLE	P	0	0
2750001	FR HUBCAP: VENTED	P	0	0
2765001	FR AUTO SLACK ADJUST	P	0	0
2864012	FR SPR:TAPERLEAF 13.2K W/SHOCK ABSORBER	P	17	9
2893651	PWR STRG: SING GEAR *TRW TAS65 13.2K 2010: Not for use on T3	P	0	0
	REAR AXLE AND EQUIPMENT			
3124403	DANA SPICER DSP41 40K DUAL 7/16" HVY-WALL HSG/INDUCT HARDND SPINDL	P	162	31
3200342	REAR AXLE RATIO-3.42	P	0	0
3304006	RR BRK:BENDIX RSD 16.5X7 DUAL to40K Req w/US AND Can 6x4 tractor w/o lift	P	15	2
3392005	RR BRK DRUM: CAST S-CAM DUAL	P	0	0
3407050	RR HUB:AL HUB-PILOT DUAL 11-1/4"BC REQUIRES "R" SERIES OUTER ENDS	P	0	0
3441952	DANA LMS HUB PKG DUAL REAR AXLE	P	0	0
3465002	RR AUTO SLACK ADJUST: DUAL	P	0	0
3485207	SPRING BRK: 3030 LONGSTROKE DUAL	P	32	0
3495226	ABS:BENDIX 4S/4M FR WHL+2 GRP RR WHL*AVL ONLY W/AIR BRK	P	0	0
3730032	KW AG400*40K DUAL*54"AS* 9" RIDE HT Includes air susp dump valve.	P	2928	249-
	TIRES, WHEELS AND RIMS			
4017193	FR MICHELIN XZA3+ 275/80R24.5 14PR PART: MN275/80R245GXZA3P FET: 50	P	179	13
4217129	RR MICHELIN XDN2 275/80R24.5 14PR DRIVE AKA PXDN2 PART: MN275/80R245GXDN2 FET: 200	U	1176	160
4900008	CODE-REAR TIRE QTY 08.			
5045147	FR WHL:KW STYLIZED II 98760 24.5X8.25 HUB PILOT MOUNT AL	P	490	20-
5854010	SING FR AXLE: POL OUTBD SURFACE OF WHEELS	P	96	0
5854012	DUAL RR AXLES: POL OUTBD SURFACE OF OUTER WHLS (QTY 4) -2	P	270	0
5245147	RR WHL:KW STYLIZED II 98760 24.5X8.25 HUB PILOT MOUNT	P	1960	80-
5900008	CODE-REAR RIM QTY 08.			
	FRAME AND EQUIPMENT			
6054400	FRAME RAILS:10-5/8 X 5/16" STL 285-336" SECTION MOD:14.80, RBM:1,776,000 LBS,	P	163	0
6302461	BUMPER:TAPERED CHROME STEEL CHANNEL REQS BUMPER SETTING CODE	P	189	64
6319485	48.5 INCH BUMPER SETTING*REQS BUMPER CODE	P	0	0
6321005	REMOVABLE FRONT TOW HOOKS: 2	P	146	15
6390093	DEALER NARRATED FRAME LAYOUT REQUEST	U	0	0

	CONTINGENT ON FRAME SPACE AVAILABILITY			
6390103	FR MDFLPS	P	0	0
6405080	T8 BATT BOX MODULE:PAR ALUM UND, EXTEND LENGTH, ALUM DP INTEGRAL STEP COVER	P	52	73
6409901	BATTERY BOX LOCATION: LEFT HAND SIDE	P	0	0
6410010	FRAME AC EQUIP:GRABHANDLE(S) LH MOUNTED	P	46	0
6410011	FRAME AC EQUIP:GRABHANDLE(S) RH MOUNTED	P	46	0
6414024	FRAME ACCESS DECK PLATE: 2' ALUMINUM	P	110	11
6417009	FRAME ACCESS STEPS:2 F/ TANK BOC RH FUEL OR HYDRAULIC	P	154	7
6418008	FRAME ACCESS STEPS:2 F/ TANK BOC LH FUEL OR HYDRAULIC	P	148	7
6451090	T470,C500,T660,T800 NON-POLISH DPF/SCR DP COVER W/STEP. CAB ACCESS RH UNDER	P	181	31
6490440	HEAVY DUTY BOC CROSSMEMBER ASSEMBLY	P	86	22
6543046	FW:ILS air HL FW17J912XL00 12"slide 9" height. Outbrd, 50K.	P	1861	450
6679811	2010 EPA Emissions Diesel Engine ULTRA LOW SULFUR DIESEL FUEL ONLY	U	0	0
6690030	REAR OR FIXD SETTING BHD C/L BOGIE 003.0 IN			
6721102	RR MDFLP ARMS:BETTS B25 STD DUTY STRAIGHT (KIT INCL B1732 MTG BRKTS)	P	0	0
6722000	RR MDFLP SHIELDS:WHITE PLASTIC KW LOGO ANTISAIL	P	0	0
6745270	TOP FLANGE RR FRAME BENT/WELD: W/ CM	P	87	18
	FUEL TANKS AND EQUIPMENT			
7214100	FUEL TANK:100 US GAL 24.5" AL BOC RPL	P	66	0
7216100	FUEL TANK:100 US GAL 24.5" AL BOC ADD	P	1576	115
7722020	DEF TANK: MEDIUM ROUND	P	89	33
7840029	POLISH ONLY: 2 ALUMINUM TANKS	P	528	0
7840038	POLISHED COVER:1 DEF TANK ANY SIZE	P	213	0
7889062	POLISHED STRAPS: 2 TANKS ANY SIZE	P	90	0
7889245	ANTI-SIPHON DEVICE F/TANK FILLER NECK ANY NUMBER OF TANKS	P	0	0
7889603	DEF TANK LOCATION: RH	P	0	0
N7840	7840038 PLACE DEF BEHIND THE FUEL TANK			
7930100	LOCATION RH BEHIND CAB 100 GAL.			
7940100	LOCATION LH BEHIND CAB 100 GAL.			
	CAB AND EQUIPMENT			
8024344	CAB WITH FLAT GLASS WINDSHIELD	P	0	0
8058542	SLEEPER: 42" 42" X 37" OPENING	P	8991	514
8080137	CAB DOOR BEARING BLOCKS: TOP AND BOTTOM	P	26	0
8080918	LH AND RH UPPER SLPR EMERGENCY EXIT DOORS W/VENTS. NA W/ 38" OR 86" AEROCABS*	P	340	24
8090103	HOOD:METTON SLOPED 1-PIECE W/GRILLE SHELL	P	0	0
8098404	ADD 4 RIBS ON RADIATOR GRILLE	P	87	2
8178210	HEATER/AIR COND:SEP UNITS CAB AND SLPR INCL 5 MODE ROTARY CTRL*N/A W/ 38" SLPR	P	0	0
8201013	STRG WHL: 18" 4-SPK	P	0	0
8201200	STRG COLUMN:ADJ TELESCOPNG TILT*CODE F/18" STRG WHEEL*	P	324	0
8205055	PTO AIR CTRL(LARGE):FOR C/I PTO W/PPG/ LT*DASH MTD*MUST CODE F/ PTO INFO CODE*	P	361	0
8205087	AUTO SUSP DUMP W/PTO ENGAGEMENT*REQD W/ AIR SUSP AND DUMP APPLICATIONS*	P	49	2
8205103	INFO FOR C/I PTO: CHELSEA 488/489/812 8-BOLT	P	0	0
8208495	SW: 2 SPARES WIRED TO POWER	P	51	0
8225658	GAU:AXLE OIL TEMP DUAL DR AXLE(2 GAU)	P	68	0

	W/INTEGRAL WARN LT			
8226660	GAU: OIL TEMP MAIN TRANSMISSION	P	33	0
8282004	Kenworth Driver Information Center (Highline display)	P	0	0
8282009	INSTRUMENT PACKAGE	P	0	0
8332042	INTERIOR: CAB/42" SLEEPER SPLENDOR	P	0	0
8343304	INTERIOR COLOR: SLATE GRAY W/TRIM COLOR DARK SLATE GRAY	P	0	0
8390733	FLOORMAT: SLEEPER	P	0	0
8410091	DR SEAT: KW AIR-CUSHION PLUS HB CLOTH INCL DUAL ARMRESTS AND SUSPENSION COVER*	P	0	0
8480090	RD SEAT: KW STL TOOLBOX PLUS HB CLOTH *INCL DUAL ARMRESTS*SUSP COVER NA	P	0	0
8490110	SEAT COLOR: DARK SLATE GRAY	P	0	0
8520141	MATTRESS:PREMIUM POCKET INNERSPRING ON LOWER BUNK ONLY	P	0	0
8530237	FLOORMAT: TOOL COMPARTMENT	P	0	0
8601404	KENWORTH AM/FM/CD RADIO W/CLOCK* W/L.E.D. LIGHTING*W/WEATHER BAND	P	346	4
8699926	CB installation kit center mounted of header w/quick mt release dual antenna	P	219	0
8700101	BLACK DASH REPLACING TRIM COLOR DASH	P	45	0
8700168	TURN SIGNAL SWITCH: COLUMN-MTD DIMMER INCL INTERMITTENT WIPER CONTROL	P	0	0
8700186	ELECTRIC DOOR LOCKS*LH/RH*	P	0	0
8700405	STAINLESS STEEL PERMIT PANELS ON CAB *N/A W/LIFT CTRLS OR GAUGES MTD UNDER	P	88	13
8800271	GRABHANDLE: 1 LONG RH	P	0	0
8800373	GRABHANDLE: 1 LONG LH	P	0	0
8800400	GRABHANDLE:1 LH INSD DOOR FRAME ABOVE DASH	P	0	0
8800401	GRABHANDLE:1 RH INSD DOOR FRAME ABOVE DASH	P	0	0
8832112	DAYLITE DOOR: LH/RH INCL RH PEEPER WINDOW	P	0	0
8841618	AIR HORN: DUAL RECT 23" LH/RH ROOF INCL AIR HORN COVERS	P	179	4
8850235	CX MIRR: DUAL SS 9" MIRR BRKT OFFSET STUD MOUNTING * NON-HTD	P	43	9
8850300	CX MIRR: SING 8-1/2"X4-7/16"*PASSENGER SIDE*DOOR MTD, NON-HTD	P	0	0
8862101	MIRROR: DUAL PRUTSMAN POL SS SIZE:7"X16" * NON-HTD	P	20-	0
8869005	MIRROR BRKT: DUAL 8-1/2'	P	0	0
8879200	WINDOW LIFT:ELEC PWR RH SIDE/MAN LH SW LOCATED ON DOOR PAD	P	0	0
8890110	WINDSHIELD: 2-PC ROPED W/ FLAT GLASS	P	10	0
8890135	SUNVISOR:EXTERIOR STAINLESS STEEL	P	115	11
	LIGHTS AND SIGNALS			
9010802	HEADLAMPS: DUAL REC HAL EXT LIFE DUAL BEAM *N/A T800/C500 WIDE HOOD*	P	0	0
9022137	MARKER: 5 RECTANGULAR LED	P	78	0
9030010	TURN SIGNAL:CONV FENDER-MTD	P	0	0
9030028	WIRE FOR C/I TURN SIGNALS MID CHASSIS	P	247	0
9052011	FLOODLIGHTS: DUAL FLUSH 1ST SET	P	118	2
9059911	1ST SET LOC: MID F/DUAL (LH IF SINGLE)	P	0	0
9070012	LED Stop/Turn/Tail - Flange Mounted with two LED backup lights	P	0	0
9090011	ADD 4-WAY RECPT TO BOC WIRED TO 3 DASH SW	U	228	0

9090037	SW: SEP F/TRLR MARKER LTS REQ'S TRAILER CONNECTION	P	34	0
9090039	INTERRUPTER SWITCH FOR MARKER LTS B-CAB:INCL IN TURN SIGNAL	P	0	0
9090126	BACKUP ALARM: ELECTRIC	P	126	4
9090845	CIRCUIT BREAKERS: TO REPLACE FUSES *DOES NOT APPLY TO ANY 5-AMP FUSE*	P	32	0
	AIR EQUIPMENT			
9101210	AIR DRYER: BENDIX AD-IS HEATED	P	0	0
9108001	MOISTURE EJT VLV: PULL CABLE DRAIN	P	0	0
9110037	TRAC KIT:BOC-MTD W/SL BAR/SPR HGR GLAD-HAND LH SIDE	P	662	20
9121115	AIR/LIGHT LINES: 15 FT COILED	P	65	0
9140020	NYLON AIR TUBING: FRAME/CAB	P	0	0
9140328	TRAILER ABS ELECT SUPPLY THRU SAE J560 7 PIN CONNECTOR (PER TMC RP137)	P	0	0
	OPTIONAL EXT WT AND PRV MNT			
9200021	STANDARD WARRANTY	P	0	0
	VAN BOD AND EQUIPMENT			
9210210	2010 EPA Heavy Duty Surcharge $9250	P	0	0
	ORDER REVIEWED B APPLICATIONS TECH:			
9290028	SARAH MILLER (740)774-5386	U	0	0
	GLIDER KITS AND ASSEMBLIES			
9400071	SPECIFY SHIP DESTINATION BY NARRATIVE	P	0	0
	SPECIAL EQUIPMENT			
9490003	OFF HIGHWAY/SPECIALTY COMPONENT TRUCK ADDITIONAL LEADTIME REQUIRED	P	0	0
9490206	WARNING TRIANGLE REFLECTOR KIT: 3 TRIANGLES IN PLASTIC CASE	P	29	4
9490406	FIRE EXT: ONE 5# DRY CHEMICAL TYPE MTD OUTBOARD OF RD. SEAT. Class ABC.	P	102	11
N9401	SHIP 329087 TO: LAREDO, TX F427			
N9402	SHIP 329088 TO: CORPUS CHRISTI, TX F425			
N9403	SHIP 329089 TO: CONVERSE, TX F428			
	PROMOTIONS			
	PAINT COLOR NUMBER			
9700000	PAINT COLOR NUMBER	P	0	0
N9702	A - L0006EB WHITE B/C			
N9720	FRAME N0001EA BLACK			
	PAINT			
9943219	IMRON SOLID 1 COLOR CONV FLATOP SPEC A	P	0	0
9960006	***PAINT SKETCH VERIFIED***	U	0	0
9965510	PAINT:BASE COAT/CLEAR COAT*REQS PAINT EXTERIOR AND PAINT COLOR L SERIES CODES*	P	0	0
N9996	SALESPERSON ID: STEVEJEWEL04			
N9997	DEALER CONTACT			
N9998	NAME: STEVE JEWELL PH:210-852-7910			
N9999	JSM 08/16/11 OC011			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: September 14, 2016 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY –"PURCHASE (12) USED 2012 OR 2013 INTERNAT'/KENWORTH TRACTOR TRUCKS & (12) USED 2012 TYTAL /GLOBAL VACUUM TRAILERS"
RFB No.: 2016-217-09-14-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
ROTOBEC ATTN: Allen Mowry	E-mail	Maty/Sandy	08/29/16	1225 Ease Crosby Rd Carrollton, TX. 75006 O.972-242-9514 C.423-827-7135 Allen.mowry@rotobec.net
WASTE SYSTEMS EQUIPMENT, INC. ATTN: Greg Eastland	E-mail	Maty/Sandy	08/29/16	P.O. Box 40878 Houston, TX. 77240 O.713-939-0200 F.713-705-2747 C. 713-705-2747 greg@wastesystemsequipment.com wse1975@sbcglobal.net
DOGGETT HEAVY MACHINERY SERVICES ATTN: Andy Ramos	E-mail	Maty/Sandy	08/29/16	900 E. Expy 83 San Juan, Texas O.956-787-0001 Andy.ramos@doggett.com
ANDERSON EQUIPMENT COMPANY ATTN: Clayton Shotts	E-mail	Maty/Sandy	08/29/16	Pharr, Texas 78577 O. 956-720-1606 Shotts.aeco@gmail.com
BIG D. TRACTOR COMPANY ATTN: Mr. Gomez	E-mail	Maty/Sandy	08/29/16	2300 E. Exp. 83 Donna, Texas 78537 O. 956-683-5050 F. 956-464-0123 Gomezent@msn.com
WAUKESHA PEARCE INDUSTRIES ATTN: Alex Maldonado	E-mail	Maty/Sandy	08/29/16	5934 North Expressway 281 Edinburg, Tx 78542 O. 956-386-0107 F. 956-386-0475 maldoa@wpi.com
CLOSNER EQUIPMENT COMPANY, INC. ATTN: Connie Furillo	E-mail	Maty/Sandy	08/29/16	PO Box 917 21910 FM 2252 Schertz, Texas 78154 C.210-732-2131 F.210-732-0706 Connie.furillo@closner.com
Eliberto Hernandez Santex Truck Centers/Pharr	E-mail	Maty/Sandy	8/29/16	711 N Cage Blvd. Pharr, TX 78577 Ph: 956/223-4149 Cell: 956/650-9682 ehernandez@santextrucks.com

Rush Truck Centers Paul Watkins J. Gonzalez	IP	Sandra M./Sandy		4700 North Cage Bld Pharr, TX. 78577 956-784-7903 888-901-7383 C 956-451-1363 F 956-702-7495 watkinsp@rushenterprises.com gonzalezj@rushenterprises.com
UP Petroleum Berenice Gonzalez or Diana Izaquirre	E-mail	Maty/Sandy	8/31/16	7413 N. La Homa Rd. Mission, TX. 78574 956-584-0554 Bernice.uppetroleum@gmail.com Diana.izaguirre@yahoo.co,
Frost Equipment Leasing & Finance Scott Anderson or Rick Ramiez	E-mail	Sandy	9/06/16	100 W. Houston Street, San Antonio, TX 78205 O: 210 220-6850 | C 210 416-3274 | F: 210 220-6765 scott.anderson@frostbank.com rick.ramirez@frostbank.com
Prime Vendor Bretta Rundhammer	E-mail	Sandy	9/09/16	4622 Cedar Ave. Bldg 5, Ste 124 Wilmington NC, 28403 P.800-746-9554 F. 956-800-746-8307 Bids20@prime-vendor.com

***VIA:**

IN PERSON (IP) **BIDDER LIST MAIL OUT (BLM)**

E-MAIL (EM) **FACSIMILE (FAX)**

TELEPHONE REQUEST (TR)

Hidalgo County
TABULATION SHEET

"Purchase (12) Used 2012 or 2013 International and/or Kenworth Tractor Trucks and (12) Used 2012 Tytal and/or Global Vacuum Trailers"

RFB NO.: 2016-217-09-14-SGS

PARTICIPANT **Izaguierre Transportation, LLC**	Quantity	Odometer **160,000 Max**	Unit Price	Total Cost
2012 - International Tractor Truck	3	116,819 & under	90,000.00	270,000.00
2013 - Kenworth Tractor Truck	9	157,009 & under	90,000.00	810,000.00
Warranty: Eng/Trans - 6 Months	Vacuum Pump & PTO: 6 months		Delivery Charge	0.00
			Total	**$ 1,080,000.00**
VACUUM TRAILERS	Quanity		Unit Price	Total Cost
2012 - Tytal Vacuum Trailer	10		30,000.00	300,000.00
2012 - Global Vacuum Trailer	2		30,000.00	60,000.00
			Total	**$ 360,000.00**
PTO & Pump - Included for all Trailers			**Grand Total**	**$ 1,440,000.00**

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:
2016-120389

Date Filed:
10/05/2016

Date Acknowledged:
10/06/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Izaguirre Transportation LLC
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 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.

2016-217-09-14-SGS
Purchase (12) Used 2012 or 2013 International and/or Kenworth Tractor Trucks and (12) Used 2012 Total and /or Global Vacuum Trailers

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Izaguirre , Aniceto	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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

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Izaguirre Transportation LLC
Mission, TX United States

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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.
2016-217-09-14-SGS
Purchase (12) Used 2012 or 2013 International and/or Kenworth Tractor Trucks and (12) Used 2012 Total and /or Global Vacuum Trailers

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Izaguirre , Aniceto	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.

MARIBEL CANIZALEZ GUTIERREZ
Notary Public, State of Texas
Comm. Expires 08-20-2020
Notary ID 129095076

AFFIX NOTARY STAMP / SEAL ABOVE

Aniceto Izaguirre
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Aniceto Izaguirre, this the 5th day of October, 2016, to certify which, witness my hand and seal of office.

Maribel C Gutierrez — Maribel Canizalez Gutierrez — Notary Public, State of Texas.
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

USER NAME PASSWORD

LOG IN

Forgot Username? Forgot Password?

Create an Account

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

Izaguirre Transportation, LLC

DUNS: 080403313

Status: Submitted

7413 N La Homa Rd
Mission, TX, 78574-5751 ,
UNITED STATES

Expiration Date: Not Yet Assigned

Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: Izaguirre Transportation, LLC
Business Type: Business or Organization
Last Updated By: Aniceto Izaguirre
Registration Status: Submitted
Registration is undergoing IRS TIN Matching. This averages two business days. If it takes longer than one week, contact the Federal Service Desk (www.fsd.gov).

Exclusion Summary

Active Exclusion Records? No

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

AI-56989 **Purchasing Department** **24. A. 3.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

New Courthouse Project:
Pursuant to current contract with L&G Engineering (Article 14), a request for approval by engineer to permit the subcontracting of the following in connection with the BUS281/SH107 Roadway and Drainage Improvements Project:
1. AmaTerra Environmental Inc.
2. ROWSS, Inc.
3. ETSI

BACKGROUND

C-16-199-07-19
For the New County Courthouse.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #:

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT

Attachments

Subcontracting Letter

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	10/21/2016 08:19 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM

Form Started By: Rocio Villarreal Started On: 10/20/2016 04:55 PM

Final Approval Date: 10/21/2016

L&G Engineering
Transportation Consultants

October 19, 2016

Ms. Martha Salazar
Hidalgo County Purchasing Dept.
Attn: Rocio Villarreal
2812 S. Business Hwy 281
Edinburg, Texas 78539

RE: Subcontracting Notice – BUS281/SH107 Roadway and Drainage Improvements
Contract No. C-16-199-07-19

Dear Ms. Salazar:

We would like to inform you of the subcontractors that we will be using on the BUS 281/SH 107 Intersection Roadway and Drainage Improvements project. These subcontractors will be providing Archeological, Surveying and Traffic Analysis for this project.

Subcontractor:

Cultural Resources Services:
Ms. Jill Madden
AmaTerra Environmental Inc.
4009Banister Lane, Ste. 300
Austin, Texas 78704
Phone (512) 329-0031

Traffic Analysis:
Mr. Harry Simeonidis, P.E.
ETSI
5300 Hollister, Ste. 220
Houston, Texas 77040
(713) 956-9601

ROW Surveying Services:
Mr. Julio Cerda, P.E.
ROWSS, Inc.
900 S. Stewart Rd. Ste.13
Mission, Texas 78572
Phone (956) 424-3335

Should you have any questions, please feel free to give me a call at 956-565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/Project Manager

cc: Hidalgo County Purchasing Department

AI-56881 **Purchasing Department** **24. B. 1.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Yvette Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Approval of the evaluation/scoring grid for the purposes of ranking by Commissioners' Court of the two (2) participating firms:

	Thomas Consulting Services	Tetra Tech Inc.
Evaluator 1	89	93
Evaluator 2	90	93
Evaluator 3	90	98
Average Score	89.6	94.6
CC Rank		

B. Authority to commence negotiations for the purpose of finalizing service agreement with the No. 1 ranked firm of _____ for the Debris Monitoring & Recovery Services.

BACKGROUND

Graders: Ricardo Saldaña, Rey Salazar, and Martin Carrasco, Jr.

H2O Partners did not submit a response to the request for proposal.

Fiscal Impact

Attachments

grid
form

Form Review

Inbox **Reviewed By** **Date**

Budget & Management	Veronica Ortiz	10/14/2016 03:58 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM

Form Started By: Yvette Salinas Started On: 10/12/2016 03:45 PM

Final Approval Date: 10/21/2016

HIDALGO COUNTY

Debris Monitoring & Recovery Services

Scoring & Evaluation

GRID

	Thomas Consulting Services	Tetra Tech, Inc.
Evaluator 1	89	93
Evaluator 2	90	93
Evaluator 3	90	98
Average Score	89.6	94.6
CC Rank		

Scoring & Evaluation Completed by Representatives from Department of Budget & Management, Emergency Management, and Judge's Office

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: MARTIN CARRASCO, JR.

Title/Position: EXECUTIVE ASSISTANT

Contract for Goods/Services: Disaster Debris Monitoring Services

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Tetra Tech, Inc.
2. Thompson Consulting, LLC
3. _____
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: _____ Date: 10-05-16

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Rey Salazar

Title/Position: DBM - Director of Strategic Planning

Contract for Goods/Services: Disaster Debris Monitoring Services

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. TetraTech Inc
2. Thompson Consulting, LLC
3. _____
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Date:

Rey Salazar 10/11/16

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Ricardo Saldana

Title/Position: Emergency Management Coordinator

Contract for Goods/Services: Disaster Debris Monitoring Services

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Tetra Tech, Inc
2. Thompson Consulting, LLC
3. _____
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: _____ Date: 10/5/16

AI-56984 **Purchasing Department** **24. C. 1.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the Amendment to the End User License Agreement between Tyler Technologies, Inc. and Hidalgo County to add Schedule 1.

BACKGROUND

OCR Level 3

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

Funds available as of 10/21/16.

Attachments

AMENDMENT-OCR LEVEL 3
LEGAL APPROVAL
FORM 1295-ACKNOWLEDGED
FORM 1295-SUBMITTED

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/20/2016 04:57 PM
Glinda Pacheco	Glinda Pacheco	10/21/2016 11:16 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Rocio Villarreal		Started On: 10/20/2016 04:35 PM
Final Approval Date: 10/21/2016		

AMENDMENT

This amendment ("Amendment") is made this _____ day of _____ 2016 by and between Tyler Technologies, Inc. ("Tyler") and Hidalgo County, Texas ("End User").

WHEREAS, Tyler and End User are parties to a certain End User License and Professional Services Agreement dated November 14, 2013 ("Agreement"); and

WHEREAS, Tyler and End User desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the End User agree as follows:

1. The Licensed Software detailed in the attached Schedule 1 is hereby added to the Agreement. Upon the Effective Date of this Amendment, Tyler shall invoice End User for the License Fees detailed in Schedule 1.

2. The Licensed Software detailed in Schedule 1 shall become subject to the maintenance and support services agreement upon the Effective Date of this Amendment. Tyler shall invoice End User for the maintenance and support fees detailed in Schedule 1 on a prorated basis from the Effective Date of this Amendment through the end of End User's current term, and thereafter, annually in advance pursuant to the terms of the maintenance and support services agreement.

3. The Professional Services detailed in the attached Schedule 1 are hereby added to the Agreement. Tyler shall invoice End User for Professional Services and any allowable expenses as delivered and pursuant to the Agreement.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Hidalgo County, Texas
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Schedule 1

SOFTWARE PRODUCTS	LICENSE FEE	ANNUAL M&S INCREASE
OCR Level 3	$40,800	$8,568
LICENSE FEE PAYMENT TERMS 100% upon amendment execution	TOTAL LICENSE FEE $40,800	ANNUAL M&S INCREASE $8,568
		MAINT. EFFECTIVE DATE Upon Amendment Execution

PROFESSIONAL SERVICES	HOURS	RATE/HR.	T&M AMOUNT
Project Management	4	160.00	$640
Deployment	8	149.00	$1,192
Setup, Configuration & Consulting	8	149.00	$1,192
Initial Training	4	138.00	$552
		EST. TRAVEL EXPENSE	$1,088
		TOTAL T&M SERVICES	$3,576

TOTAL LIC & SERVICES
$45,464

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

Re: Amendment for 2016 Maintenance

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Tue, Oct 18, 2016 03:50 PM

Subject : Re: Amendment for 2016 Maintenance

To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Cc : Victor Garza <victor.garza@da.co.hidalgo.tx.us>

Rocio,

I have reveiwed the amended agreement and approve as to form.

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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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:
2016-110131

Date Filed:
09/09/2016

Date Acknowledged:
09/09/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tyler Technologies, Inc.
Plano, 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.

Amendment to C-07-336-07-03
OCR Level 3

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Carter, Glenn	Plano, TX United States	X	
Womble, Dustin	Lubbock, TX United States	X	
King, J. Luther	Plano, TX United States	X	
Cline, Brenda	Plano, TX United States	X	
Brattain, Donald	Plano, TX United States	X	
Pope, Daniel	Plano, TX United States	X	
Leinweber, Larry	Plano, TX United States	X	
Miller, Brian	Plano, TX United States	X	
Moore, H. Lynn	Plano, TX United States	X	
Yeaman, John	Plano, TX United States	X	
Marr, John	Yarmouth, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
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Certificate Number:
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Date Acknowledged:
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Plano, TX United States

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Amendment to C-07-336-07-03
OCR Level 3

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. ☐

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

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Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-110131

Date Filed:
09/09/2016

Date Acknowledged:

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Tyler Technologies, Inc.
Plano, 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.
Amendment to C-07-336-07-03
OCR Level 3

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Carter, Glenn	Plano, TX United States	X	
Womble, Dustin	Lubbock, TX United States	X	
King, J. Luther	Plano, TX United States	X	
Cline, Brenda	Plano, TX United States	X	
Brattain, Donald	Plano, TX United States	X	
Pope, Daniel	Plano, TX United States	X	
Leinweber, Larry	Plano, TX United States	X	
Miller, Brian	Plano, TX United States	X	
Moore, H. Lynn	Plano, TX United States	X	
Yeaman, John	Plano, TX United States	X	
Marr, John	Yarmouth, TX United States	X	

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:
2016-110131

Date Filed:
09/09/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tyler Technologies, Inc.
Plano, 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.

Amendment to C-07-336-07-03
OCR Level 3

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. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
ANNE PATTON CAFFEY
Notary ID # 11814272
My Commission Expires
December 21, 2019

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Craig Seekamp, this the 9TH day of September, 20 16, to certify which, witness my hand and seal of office.

Anne Patton Caffey — Signature of officer administering oath
ANNE PATTON CAFFEY — Printed name of officer administering oath
Notary — Title of officer administering oath

AI-56943 **Purchasing Department** **24. D. 1.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to Hidalgo County's Exiting Elected Official Policy, requesting approval of the following Requisitions and PO Increases for HC Commissioner, Pct. #1:

- Requisition #s: 307885, 307934, and 307960
- PO #s: 751772, and 751773
- PO (Increases) #s: 744365, 746312, and 745876

BACKGROUND

LGC Section 130.908 requires Commissioners Court to approve any expenditure of an elected county or precinct officer who was not renominated or reelected that is over an amount set by the Commissioners Court. The purpose of this policy is to establish expenditure limits that require Commissioners Court approval.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Each requisition has been pre-encumbered thus fiscal impact has been addressed.

Attachments

Pct. 1 Increases

Pct. 1 Requisitions

Pct. 1 Purchase Orders

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2016 11:09 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Marty Salazar		Started On: 10/19/2016 01:28 PM

Final Approval Date: 10/21/2016

CNTRL # 26

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: KATIA GARCIA
Telephone No.: (956)968-8733

Vendor No.: 125717
Vendor Name: FRONTERA MATERIALS, INC.
Address: P.O. BOX 1449
ELSA, TX 78543-1449

Purchase Order No.: 744365
Increase No. 1 for this Purchase Order
Procurement Method:
☐ Contract # E-15-124A-03-17
☐ Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard)
☐ Quotes over $1,000.00 (verbal quotes)
☐ Quotes over $5,000.00
(attach written quotes)

Increase Purchase Order for the following items:

Quantity	UOM	Description	NIGP	Unit Price	Amount
5756	TONS	*AMOUNT OF ORIGINAL PURCHASE ORDER*	*75014*	$3.25	**$18,707.00**
		INCREASE NO. 1	75014	$3.25	$1,517.36
466.88	TONS	***AMOUNT OF INCREASE REQUEST-***	***75014***	$3.25	**$1,517.36**
		TOTAL AMOUNT			**$20,224.36**

Account Number: 6-1347-431-00-121-207-0-721 - $1,202.51
6-1347-431-00-121-207-0-841 - $314.85

Liquidated: _____
Available: _____

Reason: INCREASE NEEDED TO PAY PENDING FRONTERA INVOICES (INV# 216-12005, 216-12006 216-12118, 216-12178)

Authorization: Katia Garcia — Department Head — Date: 10/19/16
Reviewed By: _____ Purchasing Department — Date: _____
Approved By: _____ Purchasing Agent — Date: _____
Approved By: _____ County Auditor — Date: _____

CNTRL #PI06

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: Nena Castillo
Telephone No.: (956)968-8733

Purchase Order No. 745876 6/28/16
Increase No. 1 for this Purchase Order
Procurement Method:
☐ Contract #
☐ Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard)
☐ Quotes over $1,000.00 (verbal quotes)
☐ Quotes over $5,000.00
(attach written quotes)

Vendor No.: 201367
Vendor Name: H & H GOLF CARTS
Address: 115 W. HARRISON
HARLINGEN, TX. 78550

Increase Purchase Order for the following items:

Quantity	UOM	Description	NIGP	Unit Price	Amount
1	LOT	*AMOUNT OF ORIGINAL PURCHASE ORDER*	*93446*		**$125.00**
1	LOT	PO INCREASE-1ST(8-15-16) (NYLON FITTING #5719,VALVE, OIL	51556		$35.09
2	LOT	DRAIN #5717, OIL KOHLER SAE-30)			
1	LOT	ELL # GH362215 EXTENDED PIPE	40538		$6.00
1	LOT	ENGINE CH742-3121	51515		$2,419.13
3	HRS	LABOR R&R ENGINE FROM CHASSIS	93446	$79.00 ✓	$237.00
1	LOT	SHIPPING & HANDLING	96286		$132.00
		AMOUNT OF INCREASE REQUEST-			**$2,829.22**
		TOTAL AMOUNT			**$2,954.22**

Account Number: 6-1100-452-00-121-013-0-430 ✓

Liquidated: _____
Available: 274.17 ✓

Reason: WITH OPTION TO INCREASE. Parts needed to finish repairs.

Authorization: _____ 8/15/16
Department Head — Date

Reviewed By: _____ _____
Purchasing Department — Date

Approved By _____ _____
Purchasing Agent — Date

Approved By: _____ _____
County Auditor — Date

Purchase Order
COUNTY OF HIDALGO

PO# 745876

DATE: 06/28/16

PAGE NO: 1 of 1

PO TYPE:

VENDOR: 201367 REQ: 00299585

PHONE: (956)423-3500

Fax: (956)423-3501 EMAIL:

H & H GOLF CARTS, INC.
115 W. HARRISON
HARLINGEN TX 78550

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

CONTACT: LEONEL/DR (956)968-8733

SITE: COMMISSIONER, PRECINCT 1

CONTRACT NO:

SPECIAL INSTRUCTIONS: PN282

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		
		UNIT# P-002 GRASSHOPPER MOWER 2005 5517665 N/A 44522 EQUIP		
2.00	EACH	OM LABOR: DIAGNOSIS / ESTIM	62.50	125.00
		TOTAL:		125.00
		H & H GOLF CARTS, INC REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		G-1100-452-00-121-013-0-430 125.00		

Authorized by: Martha L Salazar

CNTRL # 25

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: Katia Garcia
Telephone No.: (956)968-8733

Vendor No.: 125717
Vendor Name: FRONTERA MATERIALS, INC.
Address: P.O. BOX 1449
ELSA, TX 78543-1449

Purchase Order No.: 746312
Increase No. 1 for this Purchase Order
Procurement Method:
☐ Contract # E-16-071-02-03
☐ Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard)
☐ Quotes over $1,000.00 (verbal quotes)
☐ Quotes over $5,000.00
(attach written quotes)

Increase Purchase Order for the following items:

Quantity	UOM	Description	NIGP	Unit Price	Amount
2068	TONS	*AMOUNT OF ORIGINAL PURCHASE ORDER*	*74521*	$58.00	**$119,944.00**
		INCREASE NO. 1	74521 ✓	$58.00 ✓	$52,412.86
903.67	TONS	***AMOUNT OF INCREASE REQUEST-***	***74521***	$58.00	**$52,412.86**
		TOTAL AMOUNT			**$172,356.86**

Account Number: 6-1350-431-00-121-219-0-721

Liquidated: _____
Available: _____

for 1347-431-00-121-219-0-721

Reason: INCREASE IS NEEDED TO PAY PENDING FRONTERA INVOICE (INV# 216-12291)

Authorization: Katia Garcia — Department Head — Date: 10/19/16

Reviewed By: _____ — Purchasing Department — Date: _____

Approved By: _____ — Purchasing Agent — Date: _____

Approved By: _____ — County Auditor — Date: _____

Requisition

Req # 00307885

PO #

Date: 10/13/16

Bill To: x
x

Vendor : 224278
RIO VALLEY PIPE, LLC
7301 W. EXPRESSWAY 83
MISSION TX 78572
FAX (956)585-8675

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: OSCAR
956-968-8733

Contract No: E-16-168A-04-05

Special Instructions:
RK124

Term 4/30/16 – 4/29/17 HB1295V CC

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		E-16-168A-04-05 EXPIRES 4/29/17 NI: 6P		
		DO NOT DUPLICATE ORDER		
276.00	FT	REINFORCED CONCRETE "DRAINAGE" PIPE: 18" - SINCLE OFFSET GASKET - CLASS III FOR THE MILANO RD. PROJECT 658187	17.65	4,871.40
24.00	FT	REINFORCED CONCRETE "DRAINAGE" PIPE: 24" - SINGLE OFFSET GASKET - CLASS III FOR THE MILANO RD. PROJECT 658187	22.95	550.80
48.00	FT	REINFORCED CONCRETE "DRAINAGE" PIPE: 30" - SINGLE OFFSET GASKET - CLASS III FOR THE MILANO RD. PROJECT 658187	38.10	1,828.80
		Account No	Encumbrance	
		6-1350-431-00-121-229-0-721	4,713.15	
		6-1350-431-00-121-229-0-841	2,537.85	
			Freight	.00
			Total	7,251.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Delivered 11-30-16 9/20/16

Authorized By: _____

Requisition

Req # 00307934

PO #

Date: 10/13/16

Bill To: x
x

Vendor : 27987
PAVEMENT MARKINGS INC.
7010 N. FM 493
DONNA TX 78537

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: OSCAR/MG
956-968-8733

Contract No: E-16-146-03-22 ✓

Special Instructions:
RA126 from 6/7/16 – 6/6/17 CC

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		E-16-146-03-22 EXP: 6-6-17 MILE 12 N. (FROM MILE 6 W. TO MILE 6 1/2 W. DO NOT DUPLICATE ORDER		
5380.00	EACH	CC 4" WHITE THERMOPLASTIC ✓	.39 ✓	2,098.20
24.00	EACH	CC 24" WHITE THERMOPLASTIC STRIPE ✓	7.80 ✓	187.20
1790.00	EACH	CC 4" YELLOW THERMOPLASTIC ✓	.39 ✓	698.10
220.00	EACH	CC 4" REFLECTORS ✓	3.45 ✓	759.00
		Account No	Encumbrance	
		6-1350-431-00-121-227-0-721	3,742.50	
			Freight	.00
			Total	3,742.50
		PAVEMENT MARKINGS BID# E329		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Signs are replaced

Authorized By: _____

Requisition

Req # 00307960

PO #

Date: 10/13/16

Bill To: x
x

Vendor : 27987
PAVEMENT MARKINGS INC.
7010 N. FM 493
DONNA TX 78537

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: OSCAR/MG
956-968-8733

Contract No: E-16-146-03-22 ✓

Special Instructions:
RA128

from 6/7/16 - 6/6/17 ✓

CC

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		E-16-146-03-22 EXP: 6-6-17 ✓ FOR MILE 10 N. (VICTORIA RD. TO MILE 6 1/2) DO NOT DUPLICATE ORDER		
5420.00	EACH	CC 4" WHITE THERMOPLASTIC ✓	.39 ✓	2,113.80
24.00	EACH	CC 24" WHITE THERMOPLASTIC STRIPE ✓	7.80 ✓	187.20
4760.00	EACH	CC 4" YELLOW THERMOPLASTIC ✓	.39 ✓	1,856.40
280.00	EACH	CC 4" REFLECTORS ✓	3.45 ✓	966.00
		Account No	Encumbrance	
		6-1347-431-00-121-226-0-721	5,123.40	
			Freight	.00
			Total	5,123.40
		PAVEMENT MARKINGS BID# E330		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Insur. 9004

Authorized By: _____

Purchase Order
COUNTY OF HIDALGO

PO# 751772

DATE: 10/20/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 449482 REQ: 00308188

PHONE: (956)544-4726

Fax: (956)544-5274 EMAIL: jsochoa6@sbcglobal.net

OTSO, INC.
D/B/A VALLEY WIDE SECURITY
810 E VAN BUREN ST.
BROWNSVILLE TX 78520

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

CONTACT: KATIA/DR (956)968-8733

SITE: COMMISSIONER, PRECINCT 1

CONTRACT NO: C-16-075-07-26

SPECIAL INSTRUCTIONS: SN497

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-16-075-07-26 EXP:10/18/17		
924.00	EACH	CC OPEN PO FOR HIDALGO COUNTY PCT 1(SANITATION SUNSET BUILDING) TIME: 6:00 P.M. - 6:00 A.M. 12 HOUR SHIFTS. MONDAY - SUNDAY HOLIDAYS 24 HR SHIFTS. ARMED SECURITY OFFICER 1. 13266 MILE 1 1/2 WEST (MILE 11 N & MILE 1 1/2 W) MERCEDES, TX. 78570	11.75	10,857.00
		TOTAL:		10,857.00
		OTSO,INC. D/B/A VALLEY WIDE SECURITY REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		6-1100-432-00-121-001-0-350 10,857.00		

Authorized by: Martha L Salazar

Purchase Order
COUNTY OF HIDALGO

PO# 751773

DATE: 10/20/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 449482 REQ: 00308206

PHONE: (956)544-4726

Fax: (956)544-5274 EMAIL: jsochoa6@sbcglobal.net

OTSO, INC.
D/B/A VALLEY WIDE SECURITY
810 E VAN BUREN ST.
BROWNSVILLE TX 78520

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

CONTACT: KATIA/DR (956)968-8733

SITE: COMMISSIONER, PRECINCT 1

CONTRACT NO: C-16-075-07-26

SPECIAL INSTRUCTIONS: PN498

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
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		C-16-075-07-26 EXP: 10/18/17		
198.00	EACH	CC OPEN PO FOR HIDALGO COUNTY PCT. 1 (DELTA LAKE PARK) TIME: 7:30 P.M.- 9:30 P.M. 2 HR SHIFTS ON WEEKDAYS. DAYS: 4 HRS ON WEEKENDS OR HOLIDAYS. ARMED SECURITY OFFICER 1. 28312 FM 88 (3 MILES NORTH OF MONTE ALTO ON FM. 88)	11.75	2,326.50
		TOTAL:		2,326.50
		OTSO,INC D/B/A VALLEY WIDE SECURITY REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		6-1100-452-00-121-013-0-350 2,326.50		

Authorized by: Martha L Salazar

AI-56992 **Purchasing Department** **24. E. 1.**

CC - REGULAR

Meeting Date: 10/25/2016

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

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 1 with L&G Consulting Engineers, through Contract# C-16-218-05-25 to amend Exhibit B-1 to include the limits of the project and revise the limits of the project on Exhibit D-2 for the Pct 2 Rancho Blanco Road Extension Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-122-130-0-721

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

BUDGETARY IMPACT:

No fiscal impact. Supplemental agreement is only revising the limits from Station 0+00 to 13+20 to revised limits of Jackson Road to Pharr City Limits.

Attachments

Supplemental Agreement No. 1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2016 08:19 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Erika Zamora		Started On: 10/20/2016 05:38 PM
Final Approval Date: 10/21/2016		

L&G Engineering
Transportation Consultants

October 20, 2016

Mr. Armando Garza, Jr., Chief Administrator
Hidalgo County Precinct No. 2
Attn: Ms. Erika Zamora, Director of Administrative Operations
300 West Hall Acres
Pharr, Texas 78589

RE: Rancho Blanco Road Extension Project Contract
Supplemental No. 1 to Work Authorization No. 1

Dear Ms. Zamora,

Attached for your review and approval is Supplemental No. 1 to Work Authorization No. 1 for the Rancho Blanco Road Extension Project in Hidalgo County Precinct No. 2. This supplemental is being requested to include the limits of Jackson Road to Pharr City limits. This submittal is made to you in duplicate form for your further coordination with Commissioner Cantu.

We appreciate the opportunity to provide our professional services and look forward to working with you. Should you have any questions, please feel free to give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E., C.F.M.
Project Manager

cc: Mr. Jacinto Garza, P.E. – L&G Engineering

Attachments: Supplemental No. 1 to Work Authorization No. 1

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 10 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1

TO WORK AUTHORIZATION NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-16-218-05-25

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 25th day of May 2016 concerning engineering for the Rancho Blanco Road Extension Project (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 8 of the **Agreement**, (Supplemental Agreements), establishes "The terms of this agreement may be amended by supplemental agreement if the Owner determines that […] (3) for any other reason agreeable to the **Owner** and the **Engineer**; and,

WHEREAS, it has become necessary to amend Exhibit "B-1" – Services to be provided by the Engineer of Work Authorization No. 1 to include the limits of Jackson Road to Pharr City Limits.

WHEREAS, it has become necessary to amend Exhibit "D-2" – Fee Proposal to revise the limits from stations "0+00 to 13+20" to "Jackson Road to Pharr City Limits".

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Work Authorization** is amended as follows:

I. Sections of the Work Authorization, Exhibit "B-1" – Services to be provided by the Engineer and Exhibit "D-2" – Fee Proposal are revised to reflect the above listed modifications of this Supplemental.

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:
L&G ENGINEERING

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
Exhibit B-1
Exhibit D-2

EXHIBIT B-1

Scope of Services to be provided by the Engineer

SECTION I - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY:	HIDALGO COUNTY
PROJECT/DESCRIPTION:	Rancho Blanco Road Extension Project Schematic Development, Plans, Specifications & Estimates (PS&E), ROW Support Services and Environmental Services
LIMITS:	From Jackson Road to Pharr City Limits

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	COUNTY		
YES	NO	1.	Route Location Studies*
NO	NO	2.	Level of Service Analysis
NO	NO	3.	Traffic Evaluations and Projections
YES	NO	4.	Develop Roadway Design Criteria
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
NO	NO		a. Pavement (See Section 7, page 7-3 for requirements)
NO	NO		b. Retaining Walls (See Section 10, page 10-1 for requirements)
NO	NO		c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)
NO	NO		d. Bridges (See Section 11, page 11-3 thru 11-4 for requirements)

* The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
YES	NO	a. Horizontal and Vertical Alignment
YES	NO	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	NO	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY	
YES	NO	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
NO	NO	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
NO	NO	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
YES	NO	b. Typical Sections
YES	NO	c. Design Cross Sections
YES	NO	d. Determine Cut and Fill Quantities
NO	NO	e. Slope Stability Analysis
NO	NO	f. Embankment Foundation Stability Analysis
NO	NO	g. Embankment Settlement Analysis
		5. Pavement Design
NO	NO	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
YES	NO	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
NO	NO	(a) Along center line
NO	NO	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

EXHIBIT B-1

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
NO	NO	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d. Traffic Data for Pavement Design by STATE
NO	NO	e. Basic Design Criteria
NO	NO	f. Life Cycle Cost Analysis(es)
NO	NO	g. Cost Data
NO	NO	h. Pavement Material Properties
NO	NO	i. Rehabilitation Investigations
NO	NO	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

SECTION 8 - DRAINAGE

(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Map
YES	NO	a. Hydrologic data/discharge determination for outfalls
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations and Drainage area maps showing existing conditions and proposed improvements.
NO	NO	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
NO	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
NO	NO	(4) Bridge waterways
YES	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
NO	NO	(8) Storm Water Management facilities
NO	NO	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	NO	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	NO	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
YES	NO	(1) New culverts
NO	NO	(2) Culvert widening and/or lengthening
YES	NO	(3) Culvert replacements
		b. Storm sewers
YES	NO	(1) New storm sewers
YES	NO	(2) Modify existing storm sewers
YES	NO	(3) Inlets
YES	NO	(4) Manholes
YES	NO	(5) Trunk lines
		c. Pump stations
NO	NO	d. Subsurface drainage at retaining walls
NO	NO	e. Outfall channel(s) within the ROW
YES	NO	f. Outfall channel(s) outside the ROW
NO	NO	g. Detention Pond(s) within the ROW
NO	NO	h. Detention Pond(s) outside the ROW
YES	NO	i. Summary of Quantities
NO	NO	j. Storm Water Management facilities
YES	NO	4. Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	COUNTY		
YES	NO	1.	Signing and Markings Layout a. Requirements (Separate Layout) (1) Roadway layout (2) Center line with station numbering (3) ROW lines (4) Culverts and other structures that present a hazard to traffic (5) Location of utilities, if not shown on plan and profile (6) Existing signs to remain, to be removed, to be relocated (7) Proposed signs (illustrated and numbered) (8) Existing overhead sign bridges to remain, to be revised, removed or relocated (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation (12) Quantities of existing pavement markings to be removed (13) Proposed delineators and object markers b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) (5) Tentative ROW limits (6) Direction of traffic flow on all roadways (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
YES	NO	2.	Summary of Small Signs Tabulation
NO	NO	3.	Summary of Large Signs Tabulation including all Guide Signs
YES	NO	4.	Sign Detail Sheets a. All signs except route markers b. Design details for large guide signs c. Dimensions of letters, shields, borders, corner radii etc. d. Designation of shields attached to guide signs e. Designation of arrow used on exit direction signs

EXHIBIT B-1

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
NO	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
NO	NO	(2) Photographs as appropriate
NO	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
NO	NO	(a) Existing
NO	NO	(b) Estimated
NO	NO	(c) Projected
NO	NO	(d) Pedestrian
NO	NO	(5) Traffic Survey - Count Analysis
NO	NO	(6) Recommendation based on above data
NO	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

EXHIBIT B-1

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals *(continued)*
NO	NO	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
NO	NO	(a) Confirm power source
NO	NO	(b) Discuss route of aerial or underground interconnect cable (when applicable)
NO	NO	(c) Adjustment of overhead utility lines
NO	NO	(2) Prepare governing specifications and special provisions list
NO	NO	(3) Prepare project estimate
NO	NO	d. Summary of Quantities

EXHIBIT B-1

Scope of Services to be provided by the Engineer

SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls
		a. Structural Details
NO	NO	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
NO	NO	(1) Mechanically Stabilized Earth
NO	NO	(2) Concrete Block Wall Systems
NO	NO	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
NO	NO	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e. Foundation Studies (Show cost estimate with Function Code 110)
NO	NO	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
NO	NO	g. Estimate
NO	NO	h. Summary of Quantities
NO	NO	i. Typical X-section.
NO	NO	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY	
YES	NO	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
NO	NO	a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY	
		3. Illumination *(continued)*
NO	NO	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
YES	NO	a. Erosion Control
NO	NO	b. Landscape Development
YES	NO	5. Compute and Tabulate Quantities
YES	NO	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO	(a) New O.S.B. structure(s)
NO	NO	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO	(2) High Mast Illumination Poles (HMIP)
NO	NO	(3) Traffic Signal Supports
NO	NO	(4) Conventional Illumination Poles
NO	NO	(5) Sound Barrier Walls
NO	NO	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
NO	NO	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
YES	NO	a. Utility Agreements
YES	NO	b. Exhibits for Utility Agreements
NO	NO	c. Railroad Agreements
		d. Railroad Exhibits
NO	NO	(1) Railroad Underpasses
NO	NO	(2) Railroad Overpasses
NO	NO	(3) Railroad Grade Crossing (Replanking)
NO	NO	(4) Railroad Grade Crossing Warning Systems (Signals)
NO	NO	(5) Other Miscellaneous Sketches for Railroads
NO	NO	e. Traffic Signal Agreements
NO	NO	f. Exhibits for Traffic Signal Agreements
NO	NO	9. Estimate
NO	NO	10. Specifications and General Notes

EXHIBIT B-1

Scope of Services to be provided by the Engineer

***SECTION 13 - FC 600* – ACQUISITION PROVIDER SERVICES**
(for EST. 5 PARCELS, ? EASEMENTS AND ? RELOCATIONS/DISPLACEMENTS)
(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	COUNTY	
		1) PROJECT ADMINISTRATION
YES	NO	a) Negotiation of Scope of Services for Work Authorization i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
YES	NO	b) Project Presence at L&G Consultant Office Headquarters i) Full Project Office (1) No Joint Use of COUNTY or TxDOT facilities (2) Open during normal COUNTY and State work hours (3) Personnel available to answer questions (4) Availability of Project Files (5) At least one office staff member is required to be a current commissioned notary public.
YES	NO	c) Overhead Costs i) Administrative costs
YES	NO	d) Communication i) Provide monthly progress reports with invoice. ii) Participate in project review meetings as determined by the COUNTY. iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
YES	NO	e) File Management i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary. ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation. iii) Maintain records of all payments including check number, amount, and date paid, etc. iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference. v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
YES	NO	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
YES	NO	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
YES	NO	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY	
		3) APPRAISAL
YES	NO	a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
YES	NO	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
YES	NO	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
YES	NO	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
YES	NO	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
YES	NO	f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
YES	NO	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.
YES	NO	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.
YES	NO	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
YES	NO	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
NO	NO	a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
NO	NO	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
NO	NO	c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY	
NO	NO	d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		5) APPRAISAL UPDATES
YES	NO	a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
YES	NO	b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.
YES	NO	c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/COUNTY.
YES	NO	d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
YES	NO	e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
		6) NEGOTIATION, TASKS AND FEES
NO	NO	a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
NO	NO	b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
NO	NO	c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.
NO	NO	d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
NO	NO	e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
NO	NO	f) Respond to property owner inquiries verbally and in writing within two business days.
NO	NO	g) Prepare a separate negotiator contact report for each parcel per contact.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY	
NO	NO	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
NO	NO	i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
NO	NO	j) Prepare final offer letter, documents of conveyance as necessary.
NO	NO	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
NO	NO	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
NO	NO	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
NO	NO	n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 37 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
NO	NO	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
NO	NO	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
NO	NO	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
		8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).
NO	NO	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
NO	NO	b) L&G will provide advisory services to business displacements and relocate them effectively.
NO	NO	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
NO	NO	a) Pre-Hearing Support i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY	
		iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.
		v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
		vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
		vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
		viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
		ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
		x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.
		xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
		xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
		xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
		xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
		xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
		xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.
NO	NO	b) Post Hearing Support (by COUNTY Attorney)
		i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.
		ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
		iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
		iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

YES NO a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

YES NO b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

YES NO c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

YES NO d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

YES NO e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

YES NO f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

11) PAYMENT SCHEDULE

YES NO

a) Project Administration
  i) Payment and Milestones
    (a) Full Project Office
      (1) Lump Sum Basis (assume 1 year project presence)
      (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
      (3) Remainder paid out in equal monthly installments of 15% starting the following month.
      (4) Monthly billing to COUNTY OF HIDALGO will be required.

b) Title Services
  ii) Payment
    (a) Per Parcel basis.
  iii) Milestones
    (a) 100% upon securing initial title commitment.

c) Appraisal Services
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% paid upon delivery of complete and acceptable appraisal report

d) Appraisal Review
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon submission of ROW-A-10

e) Appraisal Update
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon delivery of complete and acceptable appraisal update.

f) Negotiation, Task, and Fees
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 80% upon presentation of initial offer.
    (b) 20% upon successful negotiation and all instruments are recorded.

g) Closing Service Fees
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon recordation of instrument of conveyance.

h) Relocation Assistance
  i) Payment
    (a) Per Relocation
  ii) Milestones
    (a) 100% upon issuance of 90-day vacancy letter.

i) Compensable Utilities
  i) Payment
    (a) By percent complete

EXHIBIT B-1

Scope of Services to be provided by the Engineer

SECTION 14 - ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY**'s** Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

EXHIBIT B-1

Scope of Services to be provided by the Engineer

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

EXHIBIT "D-2"

FEE SCHEDULE - L&G ENGINEERING's ROW ACQUISITION SERVICES

Rancho Blanco Road Extension Project
Limits: Jackson Road to Pharr City Limits

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in Exhibit B according to the Exhibit D "Fee Schedule" of the contract. The parcels are estimated from the approved Schematic. **The work and payment, for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Pct. 2- on a percent complete basis as approved by Hidalgo County Pct. 2.** L&G Engineering will be completing the work on the approximate schedule provided in Exhibit C of this Work Order or as approved by Hidalgo County Pct. 2. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Project Admin (Per Parcel)	Title Services Per Parcel	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	** Relocation (Residential/ Business)	Grand Total of Task
5	$500.00	$600.00	$2,750.00	$0.00		$0.00	$0.00	N/A	
Sub Total of Tasks	$2,500.00	$3,000.00	$13,750.00	$0.00	*	$0.00	$0.00	$0.00	**$19,250.00**

(*) Appraisal Update costs included in Project Administration.
(**) Relocations - $6,000 (Residential), $5,000 (Business)
- Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.

AI-56692 **Purchasing Department** **24. E. 2.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rudy Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority and Approval to enter into a Propane Supply Agreement & Equipment Lease with Amerigas Propane L.P. with no specified term limit in the amount of $1.00 over cost (based on current market index report as provided by the vendor) with agreement termination available by either party subject to providing a 60 day notice; Effective upon Agreement Execution.

BACKGROUND

Amerigas Proposal provides for NO - tank or cylinder rental fees, cancelation fees, delivery fees, no run-out guarantee, 24 hour emergency, safety training as needed, and direct sales & driver contract information.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-122-006-0-623

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

BUDGETARY IMPACT:

Req#307077

Attachments

Req#307077 Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/13/2016 07:56 AM
Glinda Pacheco	Veronica Ortiz	10/14/2016 10:35 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Rudy Salinas		Started On: 09/29/2016 05:45 PM
Final Approval Date: 10/21/2016		

Requisition

Req # 00307077

PO #

Date: 09/29/16

Bill To: x
x

Vendor : 448850
AMERICAGAS PROPANE L.P.
AMERIGAS
P.O. BOX 965
VALLEY FORGE PA 19482-0965
FAX (361)387-5121

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: **ARMANDO POMPA**
956-787-1891

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PCT 2 RD MAINT - PURCHASE OR PROPANE THROUGH PROPANE SUPPLY AGREEMENT & EQUIPMENT LEASE WITH AMERIGAS OPTION TO INCREASE AND DECREASE PO ON AN AS NEEDED BASIS AGREEMENT APPROVED BY CC DO NOT DUPLICATE ORDER		
1.00	LOT	OPEN PURCHASE ORDER FOR PROPANE AT A LOCKED PRICE OF 1.00 OVER COST PER GALLON AS PER THE MARKET INDEX REPORT PROVIDED BY VENDOR PROPOSAL INCLUDES: NO TANK RENTAL NO CYLINDER RENTAL NO CANCELLATION FEE NO RUN OUT GUARANTEE 24 HOUR EMERGENCY SERVICE SAFETY TRAINING AS NEEDED, SAFETY PPE PROVIDED HANDS ON SALES REPRESENTATION DIRECT CONTACT INFO TO LOCAL MANAGER, SALES REP & DRIVER	100.00	100.00
		Account No	Encumbrance	
		6-1200-431-00-122-006-0-623	100.00	
			Freight	.00
			Total	100.00

Authorized By: _____

AMERIGAS

America's Propane Company

September 21, 2016

533 E Congressman Solomon Ortiz Blvd
Robstown Texas 78380\
Office 361-387-3033
Cell 512-332-6165
Regina.Betancourt@Amerigas.com
WWW.AMERIGAS.COM

Proposal

No tank rental
No cylinder rental
No cancellation fee
We have a no run out guarantee
24 Hour emergency service
Safety training as needed, safety PPE provided
Hands on Sales Representation
Direct contact info to local manager, sales representative and driver

AmeriGas will lock your price in at 1.00 over cost. Our cost today is .60 making your cost 1.60 a gallon.

Do not hesitate to contact me with questions or concerns.

Best Regards,

Regina Betancourt
Commercial Sales Representative South Texas
Regina.Betancourt@AmeriGas.com

Propane Supply Agreement & Equipment Lease
Non-Residential

District # _____

This Propane Supply Agreement and (Equipment) Lease ("Agreement") is between _____, (the "Company"), Address: _____ and the Customer identified below ("Customer") and will be in effect for a minimum of one (1) year, or 0 years, whichever is greater, from the date it is signed by the Customer and from year-to-year thereafter or until terminated in accordance with paragraph 11 of this Agreement. NO terms (RR) 09/21/16

Initial Here

Customer:	Business Phone:	Fax:	eMail:
Primary Contact:	Business Phone:	Cell:	Fax:
eMail:			
Installation/Delivery Address:	City:	State:	Zip:
Billing Address:	City:	State:	Zip:

TERMS & CONDITIONS

1. Equipment. The Company agrees to install and to lease to Customer at Customer's delivery address the propane storage tank or cylinders and related equipment listed in Attachment B (the "Equipment"). The Company reserves the right to charge rent for the Equipment and Customer agrees to pay all Equipment rental charges. Customer shall be liable for all loss of and damage to the Equipment while in Customer's possession, normal wear and tear excepted. Customer will promptly surrender to the Company all of the Equipment when this Agreement is terminated for any reason. The number of cylinders and tanks may be changed from time to time based on Customer's needs and usage and Attachment B and this Agreement may be amended through the use of one or more Service/Work Orders, which shall become part of the Agreement. Any Equipment that is lost or damaged during the term or is not returned at the end of this Agreement will be billed to Customer at replacement cost. Customer authorizes the Company to replace its Equipment at any time with no changes in the obligations of this Agreement. If the Company replaces the Equipment with equipment of different capacity, the annual rental charges, if any, shall be adjusted to those that are currently being charged for the Equipment which is substituted. Upon Company's request, Customer agrees to execute an Easement or other proof of Company's ownership of the Equipment leased to it under this Agreement and authorizes Company to file same in the appropriate public records.

2. Propane Supply. Customer will purchase from the Company all of the propane Customer requires for use at Customer's delivery address listed above, during the term of this Agreement. FOR SAFETY AND OTHER REASONS, CUSTOMER AGREES THAT ONLY PROPANE SOLD BY THE COMPANY SHALL BE USED WITH THE EQUIPMENT.

3. Equipment Installation. When installing the Equipment, the Company will perform a leak check of the Customer's propane system. The Company will not place the Equipment in service until it is satisfied that the leak check has been successfully completed. The Company will not be liable for the damages that cannot be ascertained by conducting a leak check, or which arise as a result of conditions that may develop/exist after the leak check has been conducted. Customer will use only tanks, regulators, fittings, meters and other related equipment that is furnished by Company in connection with the use of the propane sold and Equipment leased to it by Company.

4. ~~Fees, Pricing, Rates and Charges.~~ *~~A) Propane Pricing~~* ~~– Customer agrees to pay the Company's applicable non-refundable prices in effect on the date that propane or Equipment is delivered or services are rendered. Customer acknowledges that the Company's fees, rates, pricing and charges include its various procurement costs and may vary depending upon, among other things, the volume of propane purchased, customer classification, derivative activity to reduce price volatility, ownership of equipment, and competitive conditions. If Customer has a fixed price contract, Customer's price for propane will not change during the term of this Agreement. If this Agreement does not contain a fixed price, Customer's price for propane may move either up or down, as it does with other energy commodities. Similarly, if there is no agreement that governs Customer's price for propane, Customer's price may likewise move either up or down. For those Customers without a fixed price agreement, the Company reserves the right to change its prices without prior written notice to Customer. For our Area Index customers, from time to time the geographic areas and supply points that comprise the Company's Area Index may change slightly. In some instances these changes may result in slight price increases or decreases, depending on the unique market circumstances.~~ *~~B) Current Fees and Charges:~~* ~~Because these fees and charges are subject to change, we suggest you regularly visit the Company website in order to view a list of our most current fees and charges, or you can call the local office servicing your account to speak with a Customer Relations Representative.~~

~~• **Fuel Recovery Fee** – This fee, which is assessed for propane deliveries and service calls, helps to offset the significant expenses incurred by the Company in fueling its fleet of commercial motor vehicles. This fee fluctuates on a monthly basis as the Company's cost of fuel fluctuates. For current fuel recovery fee information, please contact your local Company office on a monthly basis or visit the Company's website.~~

~~• **HazMat & Safety Compliance Fee** – This fee, which is assessed for propane deliveries and service calls, helps to offset a portion of the cost the Company must incur to comply with federal, state and local government regulations, including, but not limited to, hazardous materials, homeland security, emergency preparedness and workplace safety. It is also used to fund, among other things, vital employee safety training and inspections, cylinder re-qualification, and environmental compliance. THE FEE IS NOT GOVERNMENT IMPOSED, NOR IS ANY PORTION OF IT PAID TO ANY GOVERNMENT AGENCY. The current fee is $10.59.~~

~~• **Late Charge** – This charge is assessed when a Customer does not pay his/her bill within the credit terms established and is designed to recover collection and related costs incurred by the Company. The current charge is 1½ percent of the average daily balance or a minimum charge of $36, whichever is greater.~~

~~• **Pump-Out/Restocking Charge** – This charge defrays the cost associated with pumping out a tank that contains in excess of five percent, and returning the tank to the Company's inventory. Customers can avoid this charge by continuing service with the Company until the supply of propane in the tank is less than five percent. The current charge is 35¢ per gallon of propane that is pumped out of the tank.~~

Payment terms net 30

(RR) 9/22/16

Initial Here

N/A

RP 9/22/14

• **Special Trip Charge** – This charge is incurred by Customers who request immediate deliveries or non-emergency service after business hours or on weekends. This charge can vary greatly due to the distance involved and/or the time required to service this request and will be based on local labor rates which can be obtained from your local Company office.

• **Meter Service Fee** – This fee is incurred by Customers who are charged for their propane based on an amount of usage as measured by the Company's meter. This fee defrays the cost of meter reading, meter maintenance and related administrative costs. The current fee is $9.99 per month.

• **Service Dispatch Charge** – This charge is to cover the costs associated with dispatching a service technician to a Customer's residence or other location to perform service work on Customer-owned equipment and appliances or to pick-up a Company-owned tank or cylinder. Customers should note that upon arrival at Customer's location, additional charges may be assessed depending upon the nature of the problem. The current Service Dispatch Charge is $39.99 and is collected at the time the service or tank/cylinder pick-up is scheduled. This charge will not be credited toward service work performed. Please check with your local Company office regarding the availability of appliance repair service.

• **Returned Check Charge – $33.00**

Initial Here

Note: The Fuel Recovery Fee & HazMat & Safety Compliance Fee does not apply to customers in Connecticut. The Company reserves the right to change its fees and charges from time to time without prior notice to Customer. By accepting delivery of propane or by paying any changed fee or charge, Customer will be deemed to have agreed to the changes. Customer agrees to pay any taxes, licenses, permit or inspection fees associated with the sale or use of propane and Equipment covered by this Agreement. Customer understands that Customer may obtain Company's current fees and charges by visiting the Company's website or by contacting the local Company office servicing Customer's account.

C) Price Dispute Resolution Procedure: Due to the potential pricing volatility in energy markets, every Customer has the right to discuss the price of propane delivered to their account, and the Company will make reasonable efforts to resolve pricing disputes through a standardized process. If Customer would like to discuss the price of their propane with the Company, Customer should initially contact his/her local office Customer Relations Representative. If Customer is not satisfied with the resolution after discussions with the local Customer Relations Representative, Customer may advance the issue to the local District Manager. If a resolution still does not occur, Customer may request the issue be escalated to the Area Director. Any unresolved dispute can be further escalated to the office of the Operations Vice President if the Customer deems necessary. The District office can provide contact information.

5. Payment Terms. Customer agrees to pay all fees, rates, and charges required by this Agreement within ten days after the invoice date or on the due date, whichever is later, to the location designated by Company. Where permitted by law, Customer agrees that Company may send Customer an invoice instead of a delivery ticket. If Customer fails to pay any fees, rates, or charges within 25 days after the invoice or due date, Company may, unless prohibited by law, add a monthly late charge of 1½ percent of the average daily balance or a late charge of $36, whichever is greater. Company reserves the right to require Customer to pay for propane deliveries or services in advance or to post a cash deposit, which may be applied by Company at any time in whole or in part to the outstanding balance. If Customer receives a delivery ticket or service/work order and is billed-on-the–road, Customer agrees to pay within ten days of the delivery or service.

6. Title to Equipment. All Equipment leased by the Company to Customer will remain the property of the Company and shall not become a fixture or a part of Customer's real property. Customer will not, nor will it allow anyone other than Company, to pump-out or make any adjustments, connections or disconnections to the Equipment or remove the Equipment without written permission from the Company. Customer shall notify the Company immediately if the Equipment is damaged, appears defective, malfunctions or if Customer experiences any problems with the Equipment. Notwithstanding the foregoing, the propane line running from the tank to the Customer's premises shall become the property of the Customer upon installation and the Customer shall be billed by Company for any necessary repairs or work needed on that line.

7. Access to Equipment. Customer grants the Company the irrevocable right to enter Customer's premises at any time to deliver propane or to install, repair, service or remove any or all of the Equipment, or to perform any other services that the Company deems necessary under this Agreement, without prior notice, judgment or other process of law. Customer agrees to provide safe, free and unimpeded access to the tank and related Equipment, including, but not limited to, access that is free of ice, snow, water, mud, debris and other hazards, as well as to provide a driveway that is sufficiently sturdy to withstand the weight of a filled propane truck. Customer acknowledges that failure to ensure safe and unimpeded access to the Equipment may cause an interruption in service. The Customer agrees that the Company shall have no obligation to contact Customer to request access to the Equipment, but instead may suspend service until Customer has provided access as required by this Agreement. Customer agrees to promptly surrender the Equipment when the Agreement is terminated for any reason.

8. Disclaimer of Warranties. TO THE EXTENT PERMITTED BY APPLICABLE STATE LAW, THE COMPANY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, EQUIPMENT OR SERVICE NOW OR HEREAFTER SUPPLIED PURSUANT TO THIS AGREEMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INCIDENTAL CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND BUSINESS INTERRUPTION DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. THE COMPANY IS NOT LIABLE FOR ANY LOSS SUSTAINED BY CUSTOMER AS A RESULT OF THE TEMPORARY EXHAUSTION OF CUSTOMER'S SUPPLY OF PROPANE. to the extent permitted under the constitution and laws of the State of Texas

10. Indemnification. Both Company and Customer agree to indemnify, defend and hold the other harmless from and against any and all claims, liens, demands, suits, damages and liabilities for personal injuries and/or property damage, arising out of or caused by any negligent act or omission on the part of that party, its agents or employees.

RP 9/22/14

11. Termination. Either party may terminate this Agreement at the expiration of the original term, or any anniversary thereof, by giving the other party at least sixty (60) days prior written notice. The Company may terminate this Agreement at any time and without prior notice or take such other action as may be permitted by law if Customer fails to satisfy any of the terms and conditions of this Agreement or if there are safety concerns that cannot be remedied after consultation between the parties. Customer agrees to pay Company's Service Dispatch and Pump-Out Charges at the termination of this Agreement. The charge to remove an underground tank can vary greatly and is affected by the size of the tank, access to the tank, soil conditions and other impediments near or around the tank, among other factors. Customer will be billed on an hourly basis for this work with local labor rates prevailing. The Company will invoice Customer for any third party excavation work performed in conjunction with the removal of the underground tank. The Company may at its option charge Customer for the value of the underground tank in lieu of physically removing the tank from the premises. At the termination of the Agreement, Customer agrees to promptly pay all outstanding installation, propane, rental, late charges and other amounts due to the Company. If the Company files suit against Customer to enforce any of the terms and conditions of this Agreement, or to recover possession of any of its Equipment, Customer shall pay the Company's reasonable costs, including all of the Company's attorneys' fees, to the maximum extent permitted by law. The foregoing shall be in addition to all other remedies that Company shall have either at law or in equity.

Initial Here

12. Meet Competition Clause. Under all non-fixed pricing agreements, Company has the right, from time to time, to revise the price(s) under this Agreement. If within thirty (30) after the revision the Customer furnishes Company with a bona fide firm written offer from an established propane supplier to sell propane at the designated location in the same quantity under similar terms and conditions at a lower price than Company's revised price, Company may within ten (10) days either meet the lower price or rescind the price change. If Company fails to do so, Customer may, at its option, upon thirty (30) days written notice to Company, cancel and terminate this Agreement. If Company agrees to meet the lower price or revert to its previous price, Company has the right to extend the term of this Agreement until the end of the contract term specified in the firm written offer. If Customer elects to terminate this Agreement, Customer is responsible for all Equipment removal costs and Service Dispatch and Pump-Out Charges.

13. Excused Performance. The Company shall not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation, acts of God, fires, storms, floods, wars, hostilities, terrorism, compliance with laws or regulations, the Company's inability to obtain propane from its customary suppliers, terminal, refinery or pipeline disruptions, allocation programs, lack of or inadequate transportation facilities, or other similar causes. Under any of these circumstances, the Company may in its sole discretion allocate propane and equipment among its customers.

14. Restoration of Property. Customer acknowledges that installing, servicing or removing propane service can result in disruption to the Customer's property and grounds and therefore Customer agrees to be responsible for all of the costs associated with the excavation and removal of equipment. Customer also releases Company from furnishing fill, resurfacing or restoring Customer's premises to its previous condition unless Company has been grossly or intentionally negligent.

15. Assignability. Customer may not assign this Agreement without the prior written consent of the Company. The Company may assign or pledge this Agreement as collateral without notice to or consent of Customer.

16. Training. Customer will properly train each of its employees, or any individual who handles propane or uses the Equipment as to how to safely fill containers, if applicable and use propane or propane equipment. Customer will not allow anyone to handle or use the Equipment unless and until that individual has been properly trained to do so. It is Customer's responsibility to provide Company with written notice if Customer, or any of its employees or agents, need additional training in order to comply with this provision. If Customer fails to comply with any portion of this provision, then Customer agrees it shall be solely responsible for any and all injuries or damages that result, and Customer will indemnify, defend and hold Company harmless from all claims, suits, demands and judgments, including those claims brought by Customer's employees or agents.

17. Modifying the Agreement. This Agreement is the final understanding between the Company and Customer and may not be modified orally. Any attempt by Customer to enforce a prior representation or warranty, whether it was written or oral shall be null and void. Company reserves the right to change the applicable terms and conditions (other than fees, rates and charges which may be changed without prior notice) at any time by giving Customer thirty (30) days prior written notice of the change. The notice of change may be in the form of a bill insert, email or other written notification. By accepting delivery of propane or by paying any fees, rates, surcharges or other charges after Customer has been given notice of changes, Customer will be deemed to have agreed to the changes.

18. Arbitration & Claims. Aside from credit or collection matters, Customer and Company agree that upon the request of either party, any dispute or controversy between the parties that in any way arises out of or relates to this Agreement or Company's provision of goods or services to Customer, will be decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Neither Customer nor Company shall be entitled to arbitrate joint or consolidated claims by or against other customers, or arbitrate any claim as a representative or member of a class or in or as part of a private attorney general capacity. Judgment upon any arbitration award shall be final and binding on Customer and Company and may be entered in any court having jurisdiction. If a court of competent jurisdiction, or an arbitrator with authority to adjudicate the matter, should declare all or any part of this arbitration provision invalid or unenforceable, then the remainder of this arbitration provision shall be valid and enforceable to the fullest extent permitted by law. In the absence of this arbitration provision, you may have otherwise had an opportunity to litigate claims in court and/or to have claims decided by a jury. Within thirty days of receipt of this arbitration provision, Customer can elect to opt out of this provision (that is, exclude it from this Agreement) by sending a written notice to Company by certified mail at Box 965, Valley Forge, PA 19482, Attn: General Counsel stating that Customer wishes to opt out of this arbitration provision.

19. Enforceability. If any part of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement will continue to be valid and enforceable.

20. Notice. Any notice by Customer under this Agreement shall be sent by U.S. mail, postage prepaid, to the Company at the address of the Company shown on invoices received by Customer. Notice to Customer may be in the form of a bill insert, stand-alone mailing, email or other written notification.

21. Waiver. If the Company delays in exercising any of its rights under this Agreement, the Company will not be prevented from exercising its rights at a later date. The Company's waiver of any breach of this Agreement at any time shall not excuse future breaches by Customer.

22. Authority to Sign. The undersigned individuals warrant that each is a representative of his or her respective party and has been duly authorized and empowered to execute this Agreement on behalf of the party they represent.

23. Survival. All covenants, conditions and indemnification contained in this Agreement which may involve performance subsequent to any termination of this Agreement, or which cannot be ascertained or fully performed until after termination of this Agreement, shall survive.

24. Customer-Owned Equipment. For Customer-owned equipment, the following provisions do not apply:

- Paragraph 1, Equipment;
- Meter Service Fee in Paragraph 4.B;
- Pump-Out/Restocking Charge in Paragraph 4.B;
- Paragraph 6, Title to Equipment;
- Paragraphs 7 and 12, Access to Equipment, as it relates to removal of Equipment and related charges only; however, the remaining provisions of these paragraphs apply.

25. Warnings. Customer hereby acknowledges that Customer has read and understands the safety warnings it has received. Customer shall distribute a copy of the safety warnings to anyone who will be handling propane or Equipment. Company's safety warnings are also contained on its website and we strongly advise Customer to regularly visit our website to view those important safety warnings.

☐ If this block is checked, this Propane Supply Agreement and Equipment lease is further subject to the Terms and Conditions set forth in Attachment(s), which is/are attached hereto and made part hereof.

DESCRIPTION OF LEASED EQUIPMENT

Tank/Cylinder: _____ Serial Number: _____

Regulator: _____ Other: _____

CUSTOMER _____

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

COMPANY: Amerigas Propane

COMPANY SIGNATURE: regina.betancourt@amerigas.com Digitally signed by regina.betancourt@amerigas.com Date: 2015.08.27 13:44:28 -05'00'

TITLE: Sales Manager

DATE: _____

SAFETY NOTICE

Separate Attachment

For your safety, propane has a strong, unpleasant odor added so that propane leaks can be detected. You and each person using or handling propane must be able to recognize the smell of propane. Ask for a **Propane Safety Brochure** or MSDS to demonstrate the smell of propane. Always take action if you smell any foul odor.

CAN YOU SMELL IT?

It may be hard for some people to smell propane for any one or more of the following reasons:

- Colds, allergies, sinus congestion or another medical condition;
- The sense of smell is reduced due to the use of tobacco, alcohol, drugs, smoke, cooking odors and other strong odors that mask the smell of propane;
- With age, the sense of smell may be less sensitive;
- If the smell of propane is present for a period of time, "odor fatigue" may occur and a person no longer smells the propane odor; or
- The smell of propane may be in an area (basement or crawl space) where it is not detected by those in other areas of the building.

A phenomenon called "**odor fade**" may occur, the unintended reduction in the concentration of the odor of propane. Although rare, several situations can cause odor fade:

- Air, water or rust in a propane container;
- If an underground propane leak exists, the passage of propane through some soils; or
- Propane odor may stick to inside surfaces of propane piping and distribution systems or other materials.

⚠ IF YOU SMELL GAS:

- **Do Not Enter An Area Where You Suspect a Gas Leak**
- **Do Not Try to Judge for Yourself the Level of Danger of a Gas Leak: All Gas Leaks Pose a Serious Threat.**
- **No Flames or Sparks:** Put out all smoking materials and other open flames. Do not use lights, appliances, telephones, including cell phones. Flames or sparks from these can trigger an explosion.
- **Leave the Area Immediately:** Get everyone out of the building or area where you suspect gas is leaking.
- **Shut-Off the Gas:** Turn off the main gas supply valve on the propane tank if it is safe to do so. Turn the valve to the right to close.
- **Report the Leak:** From a neighbor's house or other nearby building away from the gas leak, call the Company right away. If you cannot reach the Company, call 911 or your local fire department.
- **Do Not Return to the Area or Building** until the Company or the local officials who have responded determine it is safe to do so.
- **Get Your System Checked:** Before you attempt to use any of your propane appliances, the Company or another qualified propane service technician must conduct a leak check.

⚠ RUNNING OUT OF GAS: DO NOT RUN OUT OF GAS, SERIOUS SAFETY HAZARDS, INCLUDING FIRE AND EXPLOSION, CAN RESULT.

- If an appliance valve or gas line is left open when the propane supply runs out, a leak could occur when the system is recharged with propane.
- Air and moisture could get inside the propane container resulting in the possibility of odor fade.
- If you run out of gas, your pilot lights will go out and can be extremely dangerous if not handled properly.
- **A LEAK CHECK IS REQUIRED.**
- **SET-UP REGULAR FORECASTED DELIVERIES.** Check the gauge on your tank and if the fuel level drops at or near 20%, call the Company.

⚠ LIGHTING PILOT LIGHTS

It is strongly recommended that a qualified propane service technician light any pilot light that has gone out.

- A pilot light that repeatedly goes out or is difficult to light may be a signal that there is a problem with the appliance or the propane system. If this occurs do not try to fix the problem yourself. Contact a qualified propane service technician to evaluate the appliance.

⚠ IF YOU LIGHT A PILOT YOURSELF, YOU ARE TAKING THE RISK OF STARTING A FIRE OR AN EXPLOSION. MANY SERIOUS INJURIES OCCUR WHEN PEOPLE ATTEMPT TO LIGHT PILOT LIGHTS. PROCEED WITH GREAT CAUTION.

- Follow the manufacturers' instructions and warnings about the appliance.
- If the appliance is in a basement or closed room, thoroughly ventilate the area before lighting the pilot.
- DO NOT smoke or have any source of ignition in the area before lighting the pilot.
- **IF YOU SMELL GAS, DO NOT LIGHT THE PILOT.** Be especially alert for the smell of propane and sniff at the floor level before attempting to light the pilot. Do not try to light pilots in any area where other odors (such as musky or damp smells) may make it hard to detect the smell of a propane leak.
- DO NOT allow anyone to be in the area where you are lighting the pilot.
- DO NOT apply force or use tools on the pilot light or controls. This could damage the components and cause gas leakage.
- DO NOT attempt to let air out of the gas lines by opening a valve or fitting inside a building or enclosed space. You may release gas and not be able to smell it.
- DO NOT apply oil to a sticky knob or button on a gas control valve. It can cause the control valve to malfunction.
- DO NOT tamper with or use tools to operate gas controls.

⚠ CARBON MONOXIDE: IMPROPERLY VENTED OR DEFECTIVE APPLIANCES CAN CAUSE POTENTIALLY FATAL CARBON MONOXIDE POISONING. HAVE YOUR SYSTEM PERIODICALLY INSPECTED BY A QUALIFIED SERVICE COMPANY.

⚠ OTHER IMPORTANT SAFETY RULES

- DO NOT allow unqualified personnel to service your propane appliances or system.
- If any of your appliances has been flooded, shut off the gas immediately at the tank. DO NOT use the gas system until the wet or flooded appliances have been checked or serviced.
- Keep combustible products, like gasoline, kerosene or cleaners, in a separate room from propane appliances. Appliance pilot lights could ignite fumes from those combustibles.

Fit To Page | eMail Form | Print

District #_____

Non-Residential Credit Application

Customers may pay in advance until credit is established.

District Location _____ Account Number _____ Date _____ mm/dd/yyyy

The undersigned customer hereby makes application for credit or to update and reconfirm an existing account and balance. Customer gives authority to verify the information stated herein. Customer promises to pay all bills and invoices rendered pursuant to credit given by seller in accordance with the terms set forth in the Propane Supply Agreement.

• PLEASE ANSWER ALL QUESTIONS •

Company Name Hidalgo County Precinct 2 Phone (956)787-1891

Address 300 W Hall Acres, Suite G City Pharr State Tx Zip 78577

County Hidalgo Email erika.zamora@co.hidalgo.tx.us Inside City Limits ☐ Yes ☐ No

Type of Business Government Fed. Tax I.D. # 74-6000-717 Years in Business _____

☐ Partnership ☐ Proprietorship ☐ Incorporated State of Incorporation: _____

Customer's Bank Lone Star National Bank City _____ State _____

Customer Owns Rental Property: ☐ No ☐ Yes Address of Rental Property: _____

Commercial Credit References

Name Action Hydraulic Hoses City Mission State TX Zip 78572

Phone (956)580-9025 Fax (956)580-4684

Name Anderson Equipment City Pharr State TX Zip 78577

Phone (956) 781-5995 Fax (956)781-5999

Name Border Engine Rebuilders City Mission State TX Zip 78572

Phone (956) 585-4866 Fax (956)581-0413

Principals of Company

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

If Invoices are Paid by Parent Company, Name and Address of Parent Company: _____

_____ Phone _____

People Authorized to Purchase: Armando Pompa, Jorge Hinojosa, Ruben Gonzalez, Armando Salinas

Purchase Orders Required: ☐ No ☒ Yes Credit Limit Sought: _____

I authorize the potential credit grantor to obtain credit reports and to contact the credit references whom I have identified above for credit references for the purpose of evaluation of credit performance in connection with this application.

Signed by: _____ Title: _____

Print Name: _____ Date: _____ mm/dd/yyyy

Zimbra **rudy.salinas1@co.hidalgo.tx.us**

Re: Amerigas Required Documents

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Thu, Sep 22, 2016 03:15 PM

Subject : Re: Amerigas Required Documents

To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>

Cc : Erin Thorn <erin.thorn@da.co.hidalgo.tx.us>, Erika Zamora <erika.zamora@co.hidalgo.tx.us>, enriqueta zambrano <enriqueta.zambrano@co.hidalgo.tx.us>

Rudy,

The handwritten revision is acceptable so long as it is signed/initialed by both parties.

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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YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

****

On Thu, Sep 22, 2016 at 2:01 PM, Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us> wrote:

Josephine,

Can you please advise if her hand written revision is acceptable?

Thank You,

Rudy Salinas
Procurement Manager
Phone: 292-7000 Ext: 4875

From: "Regina Betancourt" <Regina.Betancourt@amerigas.com>
To: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Sent: Wednesday, September 21, 2016 7:25:33 PM
Subject: RE: Amerigas Required Documents

Rudy,

I think I have completed everything but insurance.

I requested it and should have it tomorrow.

Let me know if you need anything else.

Thank you

AmeriGas Propane

Regina Betancourt

Commercial Account Manager

South Texas and Surrounding areas

Cell 512-332-6165

Email Regina.Betancourt@amerigas.com

WWW.AMERIGAS.COM

From: Rudy Salinas [mailto:rudy.salinas1@co.hidalgo.tx.us]
Sent: Wednesday, September 21, 2016 6:41 PM
To: Betancourt, Regina
Cc: Erika Zamora; Dina Trevino; Enriqueta Zambrano
Subject: Amerigas Required Documents

Regina,

Thanks for taking time to speak with me this morning!

As per our conversation, I'm working on preparing everything necessary to move forward with a Purchase Order. However, I have received a recommendation from our legal department to amend your "Propane Supply Agreement & Equipment Lease" as follows (see highlighted section on attached agreement):

Paragraph 10 on p. 2 (requiring indemnification) - please add the following language..."to the extent permitted under the Constitution and laws of the State of Texas."

I will also need you to fill out our vendor application and will require a W-9 (see attached) so we can proceed to set up a vendor ID for Amerigas as discussed. Since you will be providing delivery to the Precinct's facilities, we will also require a current Certificate of Insurance as outlined on the attached sample. It's recommended that you first provide your W-9 and completed vendor application so I can proceed to set up your vendor account and then when available you can send us your certificate of insurance.

At a later time, we will email you a request to submit a 1295 form and at that time we can assist you with this process.

I know this is a lot of information so please feel free to call me if you have any questions and / or concerns.

Thank you,

Rudy Salinas, Procurement Manager
Hidalgo County Purchasing Department

2808 South Business Highway 281

Edinburg, Texas 78539
Phone: 956-318-2626 Ext: 4875

Email: rudy.salinas1@co.hidalgo.tx.us

Zimbra **rudy.salinas1@co.hidalgo.tx.us**

Re: Amerigas Proposal & Agreement

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Wed, Sep 21, 2016 03:01 PM

4 attachments

Subject : Re: Amerigas Proposal & Agreement

To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>

Cc : victor garza <victor.garza@da.co.hidalgo.tx.us>, Erika Zamora <erika.zamora@co.hidalgo.tx.us>, Armando Pompa <armando.pompa@co.hidalgo.tx.us>

Hi Rudy,

I have reviewed the credit app/proposal. There is a concern as noted below:
Paragraph 10 on p. 2 (requiring indemnification) - please add the following language..."to the extent permitted under the Constitution and laws of the State of Texas."

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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YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

****

On Wed, Sep 21, 2016 at 11:47 AM, Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us> wrote:

Josephine, Good Morning!

I am submitting a Proposal from Amerigas that includes a Propane Agreement & Equipment Lease Agreement and a Non-Residential Credit Application. Pct 2 would like to enter into this agreement for the purchase of propane on a cost plus $1.00 cost per gallon that would include tank/cylinders, 24 hour service, and delivery.

The vendor has already made some concessions such as the net 30 days for payment.

Please review the agreement and the credit application as to form.

Thank You,

Rudy Salinas
Procurement Manager
Phone: 292-7000 Ext: 4875

From: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
To: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Cc: "Armando Pompa" <armando.pompa@co.hidalgo.tx.us>
Sent: Monday, August 1, 2016 1:34:24 PM
Subject: Re: Amerigas Proposal & Agreement

Good afternoon Rudy,

As discussed, Precinct 2 has been purchasing propane from Rio Propane Vendor#219061, however, recently the vendor informed us that they will no longer be accepting purchase orders and will expect payment upon delivery. This will affect us because we purchase propane for the forklift that we purchased late last year, the paver for road projects, and a the new road sealer we just bought as well. Since this equipment is new we don't have an annual purchase history yet but this year we have encumbered $500.00 of propane to date. I reached out to Regina Betancourt and she has verified that there will be no fees being charged. We will only be paying for the propane.

In addition she says they can make adjustments to the agreement to allow for payment net 30 days. They will also require that will fill out and sign the credit application.

Should you have any other questions please let me know.

Respectfully,

Erika Zamora
Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
Sent: Tuesday, July 26, 2016 2:01:31 PM
Subject: Re: Amerigas Proposal & Agreement

Erika,

I forgot to ask if the vendor is going to require the Credit Application to be filled out and signed as well?

Thanks,

Rudy Salinas
Procurement Specialist III
Phone: 292-7000 Ext: 4875

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
Sent: Tuesday, July 26, 2016 1:42:47 PM
Subject: Re: Amerigas Proposal & Agreement

Erika, Good Afternoon!

How have you been purchasing propane up until now? Can you tell me how much you spend annually on propane? What fees will they be charging...delivery, fuel surcharges, environmental, etc.? This information would best guide us in selecting the best procurement method.

Please note that under the T&C's, we cannot support the vendor's requirement of expecting payment upon delivery or services rendered as we have a 30 day policy in which to provide payment. The vendor must be made aware of this and must be able to support their proposal under this and other county terms and conditions. This is of course is still pending legal review of their T&C.

Thank You,

Rudy Salinas
Procurement Specialist III
Phone: 292-7000 Ext: 4875

From: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
To: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Armando Pompa" <armando.pompa@co.hidalgo.tx.us>
Sent: Wednesday, June 15, 2016 11:08:26 AM
Subject: Amerigas Proposal & Agreement

Good morning Rudy,

As discussed on 6/14/16, attached please find the proposal and the agreement submitted by Amerigas for the Company to install equipment and sell us propane supply. Please review and let me know if this is something that we can move forward with.

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





YouTube.png
3 KB



Twitter.png
32 KB



hike and bike logo.jpg
83 KB



Facebook.png
1 KB

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:
2016-121720

Date Filed:
10/10/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Amerigas Propane
Robstown , 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.
307077
Propane gas and cylinders

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
regina, betancourt	corpus, 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.

NOTARY PUBLIC STATE OF TEXAS
REBECCA NICOLE GEPPELT
Notary Public, State of Texas
My Commission Expires
FEBRUARY 19, 2018

Regina Betancourt
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Regina Betancourt, this the Oct day of 12, 20 16, to certify which, witness my hand and seal of office.

R. Nicole Geppelt — Signature of officer administering oath
Rebecca N. Geppelt — Printed name of officer administering oath
Bank Officer — 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:
2016-121720

Date Filed:
10/10/2016

Date Acknowledged:
10/12/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Amerigas Propane
Robstown , 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.

307077
Propane gas and cylinders

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
regina, betancourt	corpus, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-57026 **Purchasing Department** **24. F. 1.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final construction contract documents for Building Renovations at Hidalgo County Pct 4 "M" Road Building to Rigney Construction & Development, LLC, in the total amount of $132,000.00.

BACKGROUND

CC award action on 10-04-16 ai # 56648, Contract No. C-16-03-21-10-04 approved by legal counsel.

Fiscal Impact

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2016 04:31 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Tanya Delira		Started On: 10/21/2016 04:07 PM
Final Approval Date: 10/21/2016		

PROJECT MANUAL

Building Renovations at Hidalgo County Precinct 4 M Road Building

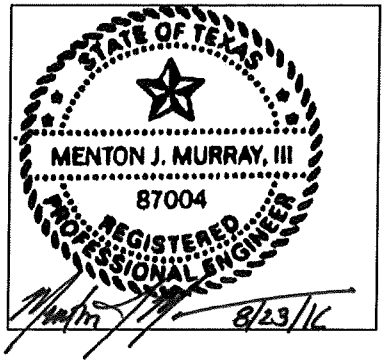
Edinburg, Texas

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BUILDING RENOVATIONS AT HIDALGO COUNTY PRECINCT 4 M ROAD BUILDING

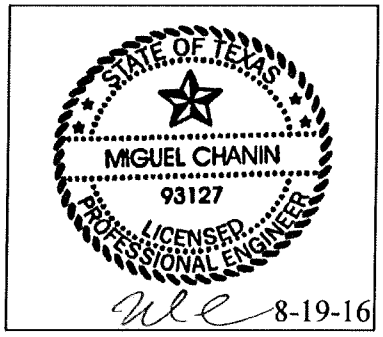
MECHANICAL/ELECTRICAL/PLUMBING ENGINEER:
HALFF ASSOCIATES, INC.
5000 WEST MILITARY, SUITE 100
MCALLEN, TEXAS 78503
P: (956) 664-0286
F: (956) 664-0282

MENTON J. 'TREY' MURRAY, III, P.E.



STRUCTURAL ENGINEER:
CHANIN ENGINEERING, LLC
400 NOLANA, SUITE N2
MCALLEN, TEXAS 78504
P: (956) 687-9421
F: (956) 687-3211

MIGUEL CHANIN, P.E.



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BUILDING RENOVATIONS AT

HIDALGO COUNTY PRECINCT 4 M ROAD BUILDING

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012100	ALLOWANCES
012300	ALTERNATES
012500	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES
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013200	CONSTRUCTION PROGRESS DOCUMENTATION
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016000	PRODUCT REQUIREMENTS
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079200	JOINT SEALANTS
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084113	ALUMINUM FRAMED ENTRANCES AND STOREFRONTS
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2) Hidalgo County Revised Legal Notice
3) Bidder Acknowledgement
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6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
    - **a.** Insurance

12) Title 29 Labor
13) Standard General Condition of Construction Contract
14) Supplemental General Condition

15) **Exhibit A** General Notes & Standard Specifications
    - **a.** Technical Specifications
    - **b.** Hidalgo County Specifications as per 340
    - **c.** n/a

16) **Exhibit B**
    - **a.** Debarment
    - **b.** W-9
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    - **d1.** Conflict of Interest Questionnaire
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17) **Exhibit D Border Wage Rates**
    - **a.** Government code Ch 2258
    - **b.** Prevailing Wage Rate
    - **c.** Davis Bacon (USE MOST CURRENT)

18) **Exhibit E**
    - **a.** n/a
    - **b.** Change Order
    - **c.** Payment of Application
    - **d.** Estimate Quantity Update
    - **e.** Schedule of Values
    - **f.** n/a
    - **g.** n/a
    - **h.** Partial Release of Lien
    - **i.** Contractor's Affidavit of Payment of Debts and Claims

j. Prevailing Wage Rates Certificate Statement
k. Certificate of Construction Completion
l. Contractor's Affidavit of Release of Liens
m. Payment Schedule
n. Quantity Work Sheet
o. n/a

19) Construction Identification Sign

September 7, 2016

Rigney Construction & Development, LLC

7011 N. Seminary Rd.

Edinburg, Texas 78541

Re: **HIDALGO COUNTY "Renovations at Hidalgo County Pct 4 M Road Building"**
BID No: **2016-321-09-21-MEG**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/xxx

Enclosures

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids on: **"Renovations at Hidalgo County Pct 4 M Road Building"**

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained by may be obtained from the office of Halff Associates, Inc. 5000 West Military Ste, 100 McAllen, Texas 78503 Phone No. **(956) 664-0286** for the amount of **$150.00.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, September 14, 2016** at **2:30P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING-PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539.**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **2016-321-09-21-MEG–"Renovations At Hidalgo County Pct 4 M Road Building"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy281
Edinburg, Texas78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd& Business 281)
Edinburg, Texas78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, September 21, 2016** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin (if applicable.)

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

Typed written bidding RFI's shall be faxed to: Menton J."Trey" Murray, III @ 956-664-0282 or e-mailed to tmurray@halff.com . Please call 956-664-0282 to confirm receipt of faxed RFI. RFI's **will not be answered by phone**. NO HAND WRITTEN RFI'S will be processed/answered. All inquiries shall be forwarded by **5:00 PM September 14, 2016.** Inquiries beyond this date will not be responded to. Contact project architect's office for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit or refund.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the **30th** of **August 2016.**

MARTHA L. SALAZAR, CPPB
HIDALGOCOUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT 4

"Renovations at Hidalgo County Pct 4 M Road Building"

BID No. 2016-321-09-21-MEG

Acceptance Date: **September 21, 2016**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Elena Gomez, Buyer
(956) 292-7000 Ext. 4855
elena.gomez@co.hidalgo.tx.us

Form HCPD-03

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1. Sealed bids will be received for the construction of: **HIDALGO COUNTY - "Renovations at Hidalgo County Pct 4 M Road Building"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2016-321-09-21-MEG, HIDALGO COUNTY "Renovations at Hidalgo County Pct 4 M Road Building"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30AM, Wednesday, September 21, 2016.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS -2016-321-09-21-MEG, RENOVATIONS AT HIDALGO COUNTY PRECINCT 4 M ROAD BUILDING".

   WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be hand delivered or sent to the office of project architect: Halff Associates, Inc. to the attention of, Menton J. "Trey" Murray, III via e-mail at tmurray@halff.com, 5000 West Military Ste, 100, McAllen, Tx 78503 or via fax to (956) 664-0282. Please call 956-664-0286 to confirm receipt RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by 5:00PM SEPTEMBER 14, 2016. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the

contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation –**BID-2016-321-09-21-MEG, RENOVATIONS AT HIDALGO COUNTY PRECINCT 4 M ROAD BUILDING"** 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:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule

Pre-Bid Conference,	**2:30 PM**	**September 14, 2016**
Bid Opening,	**9:30 AM**	**September 21, 2016**
Award of Contract		_____, 20XX
Commence Work or Deliver Products		_____, 20XX

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. **Register at SAMs System for Award Management at www.sam.gov.**

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $100,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase

obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

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.

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. (WHEN APPLICABLE BY STATUTE). 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. 2016-321-09-21-MEG 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: elena.gomez@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 thereunder, 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 with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to

this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

31. 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 NON APPLICABLE). Failure to provide this information may result in rejection of the RFB as nonconforming.

32. Statement of Credentials:

In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the "STATEMENT OF CREDENTIALS." All questions must be answered and the data given must be clear and comprehensive. **The statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

It must include the following: general bidder information, experience, contracts on hand, and subcontractor(s) information.

In addition, except as otherwise provided, the **general contractor**/bidder shall perform no **more** than eighty percent **(80%)** of the work with his own organization, and **no less than** twenty percent **(20%)** of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the **Engineer** and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

When applicable, all **contractors and** subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

BIDDERS ACKNOWLEDGEMENT
Bid for

HIDALGO COUNTY PRECINCT 4

"Renovations at Hidalgo County Pct 4 M Road Building"
BID-2016-321-09-21-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:	Rigney Construction & Development, LLC
Address:	7011 N. Seminary Rd. - Edinburg, Texas 78541
By:	John Rigney
Printed Name:	John Rigney
Title:	President

(This page must be submitted in response)

STATEMENT OF CREDENTIALS

for Facility Construction and Related Projects
(Non-road Improvements)

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. **All questions must be answered** and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: Rigney Construction & Development, LLC

Address: 7011 N. Seminary Rd.

Edinburg, Texas 78541

Date Organized: January 1998 Date Incorporated: _____

Office Number: 956-638-6421 / 381-6916 Fax Number: 956-287-1646

Number of years in business under present name: 18+

Type of work performed by your company: _____

All phases of work except the Mechanical, Electrical and Plumbing

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: Brooks County ISD

Address: P.O. Box 589 Falfurrias, Texas 78355

Ph/Fx Number: 361-325-8000 Email: mcasas@bcisd.esc2.net

Scope of Work Description: New Elementary School

Date Completed: September 2016 Total Cost: $6,817,739.00

****

2. Owner: City of La Feria

Address: 115 E. Commercial Ave. - La Feria, Texas

Ph/Fx Number: 956-797-2261 Email: prodriguez@cityoflaferia.com

Scope of Work Description: La Feria Technology & Success Center

Date Completed: June 2016 Total Cost: $1,925,000.00

****

3. Owner: Mercedes ISD

Address: 206 East Sixth Street - Mercedes, Texas 78570

Ph/Fx Number: 956-514-2000 Email: robert.rivera@misdtx.net

Scope of Work Description: Mercedes HS Campus Additions & Renovations

Date Completed: September 2015 Total Cost: $4,180,000.00

****

4. Owner: City of McAllen

Address: P.O. Box 220 - McAllen, Texas 78505

Ph/Fx Number: 956-867-7599 Email: zmendoza@mcallen.net

Scope of Work Description: McAllen Consulate Unit Remodels

Date Completed: August 2015 Total Cost: $758,477.00

****

5. Owner: Brooks County ISD

Address: P.O. Box 589 - Falfurrias, Texas 78355

Ph/Fx Number: 361-325-8000 Email: mcasas@bcisd.esc2.net

Scope of Work Description: Lasater Elementary School

Date Completed: December 2014 Total Cost: $5,350,000.00

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

San Perlita ISD - New Elementary School & Gymnasium Improvements $2,524,500.00

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

Failure to submit the information as required may result in a disqualification of your bid.

Rigney Construction

Eagle Masonry

Marquez Glass / South Texas AD8

Lopez Carpets / Mion Terrazzo Tile / All Weather Coatings & Painting / ERICO Building Systems

5. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the **general contractor**/bidder shall perform no **more** than eighty percent **(80%)** of the work with his own organization, and **no less than** twenty percent **(20%)** of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this 21st day of September, 20 16.

Rigney Construction & Development, LLC

By: John Rigney

Title: President

Subscribed and sworn to me this 21st day of September, 20 16.

By: Rosalinda Rodriguez

Notary Public in and for Hidalgo County, Texas

My commission expires March 30, 2017

ROSALINDA RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 03-30-2017
Notary ID 1866564

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until Wednesday September 21, 2016 at 9:30 a.m. and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,
b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the

closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): Project Name:_____

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **60 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$250** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Halff Associates, Inc., 5000 West Military Ste. 100, McAllen, Texas 78503 Attn: Menton J. "Trey" Murray, III and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

OPENED
9:40 9-21-16

SEALED BID FORM

Witnessed

PROJECT: Hidalgo County Precinct 4 "M" Road Building
1124 North M. Road
Edinburg, Texas

DATE: Wednesday, September 21, 2016

TIME: 9:30 A.M.

TO: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

1. Pursuant to and in compliance with the invitation to Bid and the proposed contract documents dated August 24, 2016, and relating to the above referenced project, the undersigned hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda thereto, for the following sum of money:

   A. Base Bid - All labor, materials, services, and equipment necessary for the work shown on drawings and specification in the building, excluding exterior painting, by the date set forth as the completion date of the project.

   One Hundred Eighteen Thousand Dollars ($ 118,000.00)

   B. Alternate Bid #1- All labor, materials, services and equipment necessary for the work shown on the drawings and specification for exterior painting, by the date set forth as the completion date of the project.

   Fourteen Thousand Dollars $ 14,000.00

2. If Awarded this contract, the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and Proof of Insurance coverage, with the Owner for the entire work as per the Contract Documents within ten (10) days after the Notice of Award. It is agreed that his proposal is subjected to the owner's acceptance for a period of ninety (90) days from the above date.

3. Enclosed is a Certificate Check or Bidders Bond in the amount of $ 5% GAB in compliance with the specifications requirements. (5% of highest amount bid) The above check or Bidders Bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance are not within the time set forth above.

4. Extra Work:
   The undersigned agrees that should any change in the work or extra work be ordered, the allowance for overhead and profit contained shall be ten (10%) percent.

   The undersigned agrees to the following:
   A. To furnish all labor and materials as shown, specified, and reasonably inferred.
   B. To complete the base proposal including anticipated delay days to inclement weather or muddy ground conditions in 60 calendar days from issuance of Notice to Proceed.

5. Receipt is acknowledged of the following addendums
   No. One (1) Date: 9/15/16 No. _____ Date: _____

   No. _____ Date: _____ No. _____ Date: _____

6. The bidder attest and affirms that he and his subcontractors are skilled experienced in the use and interpretation of plans, specifications addenda, and related bid documents and has found them to be free of conflict and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the site of the work, and through his own personal observations has satisfied himself as to the nature, location and requirement of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his bid solely on these documents and personal observation and has not relied in any way explanation or interpretation and or written from any source other than those written and issued by the Engineer.

7. The Bidder agrees that the owner has the right to accept or reject any or all bids and to waive all informalities.

8. The undersigned bidder, by signing and executing this bid, certifies and represents to Hidalgo County that bidder has nor offered, conferred or agreed to confer any pecuniary benefits, as defined by TEX. PENAL CODE ANN. S218, or any other thing or value, as consideration for the receipt of information or any specs treatment or advantage relating to this bid; the Bidder also certifies, and presents, that the Bidder has not offered, conferred or agreed to confer any penicuniary benefit or other thing conferred of value as consideration not authorized by the law, the bidder also certifies and represents that bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the bidder further certifies and represents that bidder has not violated any state, federal or local low, regulation or ordinance relating to bribery, improper influence, collusion or that the bidder will not, in the future, offer, confer, to agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the Hidalgo County, in return for the person having exercised the person's official discretion, power or duty with respect to this bid, the Bidder certifies and represents that is has now, and will not in the future, offer, confer, or agree to confer a pecuniary benefit or other thing of value of any officer, trustee, agent, or employee of the Hidalgo County in connection with information regarding this bid; the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Respectfully submitted;

Proposal Prepared By:

Bidder: Rigney Construction & Development, LLC
Name of Firm

Signed by: John Rigney

Address: 7011 N. Seminary Rd.
Edinburg, Texas 78541

Name: John Rigney

Title: President

Phone No: 956-638-6421 / 381-6916

Date: 9/21/16

Email: rigneyconstruct@aol.com

Website:

(Seal if bidder is a corporation)

END OF SECTION

Statutory Payment Bond Pursuant to Chapter 2253 Of The Texas Government Code (Public Work) (Penalty of this Bond must be 100% of Contract Amount)

Bond#65BCSHN0588

KNOW ALL MEN BY THESE PRESENTS, That Rigney Construction & Development, LLC.

hereinafter called the Principal), as Principal, and Hartford Fire Insurance Company

(hereinafter called the Surety), as Surety, are held and firmly bound unto

Hidalgo County Precinct No. 4

(hereinafter called the Obligee), in the amount of One Hundred Thirty Two Thousand and no/100*** Dollars ($ 132,000.00)

for the payment of whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 4th day of October,2016 for

Building Renovations on "M" Road Building

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitation of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder,

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this day 10th

of October, 2016

Rigney Construction & Development, LLC

Witness

By: John Rigney, President

Witness Phil Young

Hartford Fire Insurance Company

By: Andy Alvarez Attorney-In-Fact

Statutory Performance Bond Pursuant to Chapter 2253
Of The Texas Government Code
(Public Work)
(Penalty of this Bond must be 100% of Contract Amount) Bond# 65BCSHN0588

KNOW ALL MEN BY THESE PRESENTS, That Rigney Construction & Development, LLC

(hereinafter called the Principal), as Principal, and Hartford Fire Insurance Company

(hereinafter called Surety), as Surety, are held and firmly bound unto

Hidalgo County Precinct No. 4

(hereinafter called the Obligee), in the amount of One Hundred Thirty Two Thousand and no/100***

Dollars ($ 132,000.00 **)**

for the payment whereof the said Principal and Surety bind themselves and heir heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 4th day of October,2016 for

Building Renovations on "M" Road Building

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this day 10th

of October, 2016

Witness

Witness Phil Young

Rigney Construction & Development, LLC.

By: John Rigney

John Rigney, President

Hartford Fire Insurance Company

By:

Andy Alvarez , Attorney-In-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 65-813646

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 10th, 2016
Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

1-800-392-7805

You may also write to The Hartford:

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for your information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

1-800-392-7805

Usted tambien puede escribir a The Hartford.

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-16-321-10-04

This Agreement, entered into this **4th** day of **October**, **2016** by and between Hidalgo County (hereinafter called the "OWNER," and, **Rigney Construction & Development, LLC** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

BUILDING RENOVATIONS ON "M" ROAD BUILDING

Hereinafter called the project, for the sum of **One Hundred Thirty Two Thousand Dollars and 00 Cents ($132,000.00)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (it's or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Hallf Associates**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **60 calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **Two Hundred Fifty Dollars and 00 Cents ($250.00)** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, **October 4th, 2016.**

CONTRACTOR: John Rigney, President
Print Name & Title: _____
Name of Firm: Rigney Construction & Development, LLC
_____
Address: 7011 N. Seminary Rd.
(956) 381-6916
Fed I.D. #/SS #: 22-2084362

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2_____, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

BY: _____
Steve L. Crain

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Hidalgo)

John Rigney, being first duly sworn, deposes and says that:

(1) He is President, of Rigney Construction & Development, LLC, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) John Rigney — John Rigney

President

(Title)

Subscribed and sworn to before me on this 21st

Day of September 2016

Rosalinda Rodriguez — Notary Public

Title

ROSALINDA RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 03-30-2017
Notary ID 1866564

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, John Rigney, Presidet, authorized representative for Rigney Construction & Development, LLC
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 John Rigney
President

9/21/16
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, N/A, possess all of the APPLICABLE:

1. Licenses: N/A.
2. Bonds: N/A.
3. Certificates: N/A.
4. Permits: N/A.
5. Other: N/A.

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.

John Rigney
President
Authorized Signature

9/21/16
Date

Rigney Construction & Development, LLC.
Company

7011 N. Seminary Rd.
Address

Edinburg, Texas78541
City, State, Zip

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/6/2016

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.
500 W. 13th Street
Fort Worth TX 76102

CONTACT NAME: Becky Essner, ACSR, PIWT
PHONE (A/C, No, Ext): 800-728-2374 **FAX (A/C, No):** 817-347-6981
E-MAIL ADDRESS: bessner@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : James River Insurance Company	12203
INSURER B : Torus National Insurance Company	25496
INSURER C : Acadia Insurance Company	31325
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
RIGNE
Rigney Construction & Development LLC
7011 N. Seminary Road
Edinburg TX 78541-5089

COVERAGES **CERTIFICATE NUMBER:** 173682176 **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			GL000422476	2/18/2016	2/18/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	X 2,500						MED EXP (Any one person)	$5,000
	X Per Occurrence						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			CAA4690295	4/11/2016	4/11/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			84235H163ALI	2/18/2016	2/18/2017	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

$10,000,000. Cap on Aggregate per Project applicable to General Liability policy.

The General Liability policy includes Ongoing and Completed Operations and a blanket automatic additional insured (Primary and Non Contributory) and blanket waiver of subrogation endorsements to certificate holders only when there is a written contract between the named insured and the certificate holder that requires such status.
See Attached...

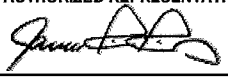
CERTIFICATE HOLDER

Hidalgo County
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: RIGNE

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Rigney Construction & Development LLC 7011 N. Seminary Road Edinburg TX 78541-5089
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

The Automobile Liability policy includes blanket automatic additional insured and waiver of subrogation endorsements that provides additional insured status to certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

Project: Hidalgo County Precinct No. 4 - Building Renovations on "M" Road
Contract No. C-16-321-10-04

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/06/2016

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	San Juan Insurance Agency, Inc DBA Valley Ins Providers &/or Truckers Ins PO Drawer 3783 McAllen TX 78502-
CONTACT NAME:	Aleyda Molina
PHONE (A/C, No, Ext):	956-685-1923
FAX (A/C, No):	956-781-5247
E-MAIL ADDRESS:	amolina@vip-ins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Co	22945
INSURER B: Zurich Small Business	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

RIGNEY CONSTRUCTION & DEV LLC
7011 N. SEMINARY RD.
Edinburg TX 78541-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	SBP-0001147395-1	07/23/2016	07/23/2017	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
B	Equipment - Scheduled			EC70024312-1	01/28/2016	01/28/2017	New Purchase	250,000
							Rented and Leased	Not Covered
							Deductible	2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project:
Hidalgo County Precinct No. 4 - Building Renovations on "M" Road Contract No. C-16-321-10-04

AI 017371

CERTIFICATE HOLDER

Hidalgo County
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 J Young

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Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done

on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall

(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.
(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures

prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not

employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a

third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful perfomance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be
performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient infomation as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the perfomance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

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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: John Rigney
Print Name: John Rigney
Title: President
Telephone Number: 956-638-6421 / 381-6916
Date: 9/21/16

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Form **W-9**
(Rev. 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)
Rigney Construction & Development, LLC

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

☐ Exempt payee

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☒ Other (see instructions) ▶ Limited Liability Company

Address (number, street, and apt. or suite no.)
7011 N. Seminary Rd.

Requester's name and address (optional)

City, state, and ZIP code
Edinburg, Texas 78541

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
2	0	–	2	0	8	4	3	6	2

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 ▶ John Rigney Date ▶ 9/21/16

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.

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: Rigney Construction & Development, LLC **Telephone No. (** 956 **)** 638-6421 / 381-6916

dba Name:

Legal Name:

Mailing Address: 7011 N. Seminary Rd. **Fax No. (** 956 **)** 287-1646

Physical Address: same as above

City, State, Zip Edinburg, Texas 78541 **Tax I.D. No.** 22-2084362

Remit to Address : same as above **City, State, Zip**

E-Mail Address: rigneyconstruct@aol.com

Representative(s) Name(s) & Title(s) John Rigney, President - Jose A. Lino, Jr. Project Manager

Type of Organization (check one): ____ **Individual** ____ **Partnership** ____ **Corporation** ____ **Non-Profit**
__x__ **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** __x__ **Other, Specify** General Contractor

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
John Rigney, President

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): 1202084362400 **or are Certificate(s) attached?:** ☒ Yes ☐ No

What type of product(s) is/are solicited by your company?: General Construction

Would you like to be provided with specifications for procurements of such products?: x Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: [X] Yes [ ] No

If yes, by whom?: [X] Texas Building & Procurement Commission [ ] Other_____

Indicate Certification No(s).: 1202084362400 or Are Certificate(s) Attached?: [X] 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: South Texas AD8 HUB Status: Active
Certifying Agency (Check all applicable): [X] Texas Building & Procurement Commission Other
Address: 2810 N. Expressway 77, Suite F City: Harlingen State: TX Zip: 78550
Contact Person: Cliff Carnahan Title: Project Manager Phone No.: (956) 440-8160
Subcontract Amount: $_____ Description of Work to be Performed:
HM Doors & Frames / Finish Hardware

HUB Subcontractor Name: ERICO Building Systems HUB Status: Active
Certifying Agency (Check all applicable): [X] Texas Building & Procurement Commission [ ] Other
Address: 3714 W. Mile 17-1/2 City: Edinburg State: Texas Zip: 78541
Contact Person: Eric R. Garcia Title: President Phone No.: (956) 789-0794
Subcontract Amount: $_____ Description of Work to be Performed: Metal Studs/Drywall/Acoustical Ceilings

---

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:

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.**

N/A

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.**

N/A

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.**

None

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 John Rigney
President

Signature of vendor doing business with the governmental entity

9/21/16

Date

SUSAN COMBS

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. BOX 13186 • AUSTIN, TX 78711-3186

RECEIVED JAN 1 1 2014

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free in Texas at (888) 863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1202084362400**
File/Vendor Number:	**065210**
Approval Date:	**12-DEC-2013**
Scheduled Expiration Date:	**12-DEC-2017**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

RIGNEY CONSTRUCTION & DEVELOPMENT, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 13-DEC-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (**http://www.window.state.tx.us/procurement/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881** or **512-463-5872**.

Rev. 09/12

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 21st day of September, 20 16.

Rigney Construction & Development, LLC

John Rigney, President

Contractor

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:
2016-120817

Date Filed:
10/06/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Rigney Construction & Development, LLC
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

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-16-321-10-04
Hidalgo County Precinct No. 4 - Building Renovations on "M" Road

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.

ROSALINDA RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 03-30-2017
Notary ID 1866564

John Rigney, President
Signature of authorized agent of contracting business entity

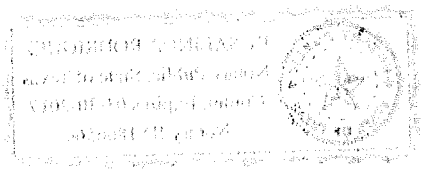
AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John Rigney, this the 4th day of October, 20 16, to certify which, witness my hand and seal of office.

Rosalinda Rodriguez
Signature of officer administering oath

Rosalinda Rodriguez
Printed name of officer administering oath

Notary Public
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:
2016-114052

Date Filed:
09/20/2016

Date Acknowledged:
10/11/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Rigney Construction & Development, LLC
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

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.

2016-321-09-21-MEG
Renovations at Hidalgo County Precinct No. 4 M Road Building

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

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of

Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount

greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator

before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold

money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

General Decision Number: TX160305 01/08/2016 TX305

Superseded General Decision Number: TX20150305

State: Texas

Construction Type: Building

County: Hidalgo County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

BOIL0074-003 01/01/2014

	Rates	Fringes
BOILERMAKER	$ 23.14	21.55

ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 27.50	10.60

* IRON0084-011 06/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 23.02	6.35

PLUM0412-004 04/01/2013

	Rates	Fringes

PLUMBER	$ 31.14	12.43

SUTX2014-031 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 16.17	0.00
CARPENTER	$ 14.21	2.22
CEMENT MASON/CONCRETE FINISHER	$ 12.46	0.00
ELECTRICIAN	$ 18.44	4.53
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 11.54	2.17
IRONWORKER, REINFORCING	$ 12.01	0.00
IRONWORKER, STRUCTURAL	$ 15.04	4.34
LABORER: Common or General	$ 8.00	0.00
LABORER: Mason Tender - Brick	$ 10.00	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.89	0.96
LABORER: Pipelayer	$ 11.00	3.47
LABORER: Roof Tearoff	$ 10.06	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.04	1.01
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22	0.34
OPERATOR: Forklift	$ 14.83	0.00
OPERATOR: Grader/Blade	$ 10.00	0.00
OPERATOR: Loader	$ 12.87	0.70
OPERATOR: Mechanic	$ 17.00	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03	0.00
OPERATOR: Roller	$ 12.70	0.00
PAINTER (Brush, Roller, and Spray)	$ 11.27	0.00
PIPEFITTER	$ 15.22	3.16

ROOFER	$ 11.42	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 18.40	2.12
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 21.13	6.53
TILE FINISHER	$ 11.22	0.00
TILE SETTER	$ 12.15	0.00
TRUCK DRIVER: Dump Truck	$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	$ 12.50	0.00
TRUCK DRIVER: Water Truck	$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

□

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CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00		Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00		Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00		Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00	Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

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APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
___10%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

By: _____

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Contractor Name
Starting Date
Project Ending Date
Retainage Percent

Application No.
Application Date:
Period To:
Engineer Firm

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Retainage Release	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

Exhibit E-I

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CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

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Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-L

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CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____ ,20____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____

_____ is now due and payable.

_____
Engineer's Signature & License #

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

Exhibit E-M

Certificate of Substantial Completion

PROJECT:

PROJECT NUMBER:

OWNER: **HIDALGO COUNTY PRECINCT NO. ___**

CONTRACTOR:

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

_____	_____	_____
Engineer	By	Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $_____.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by _____
Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ am/pm on _____.
Date

_____	_____	_____
Owner	By	Date

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CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

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SECTION 011000

SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Future work.
7. Purchase contracts.
8. Owner-furnished products.
9. Contractor-furnished, Owner-installed products.
10. Access to site.
11. Coordination with occupants.
12. Work restrictions.
13. Specification and drawing conventions.
14. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Building Renovations at Hidalgo County Precinct 4, M Road Building.

1. Project Location: 1124 North M Road, Edinburg, Texas.

B. Owner: Hidalgo County Commissioner's Court.

1. Owner's Representative: Maria Lucio. (956) 292-7000 ext. 4026.

C. Engineer: Halff Associates, Inc.

D. Engineer"s Consultants: The Engineer has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Structural Engineer: Chanin Engineering.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Interior and Exterior improvements to existing facility.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 PHASED CONSTRUCTION

A. The Work shall be conducted in one phase.

1.6 WORK BY OWNER

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

1.7 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

B. Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.

1. Sanitary Collections Facility: Site improvements east of building including paving, metal building, and canopy work.

1.8 OWNER-FURNISHED PRODUCTS

1. None.

1.9 CONTRACTOR-FURNISHED, OWNER-INSTALLED PRODUCTS

1. None.

1.10 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to areas of work.
2. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.11 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.12 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Engineer's not less than **two** days in advance of proposed utility interruptions.
2. Obtain Enginer's written permission before proceeding with utility interruptions.

C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Engineer not less than two days in advance of proposed disruptive operations.
2. Obtain Engineer's written permission before proceeding with disruptive operations.

D. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.

E. Controlled Substances: Use of tobacco products and other controlled substances within the existing building is not permitted.

F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.

1.13 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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SECTION 012100

ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:
1. Contingency allowances.

C. Related Requirements:
1. Section 014000 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

1.3 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.4 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.5 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs

include delivery, installation, insurance, equipment rental, and similar costs. Contractor's overhead and profit are part of Contract Sum.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and exclude overhead and profit margins.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1: Contingency Allowance: Include a contingency allowance of $10,000.00 for use according to Owner's written instructions.

END OF SECTION 012100

SECTION 012300

ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. One: Exterior Painting.

1. Base Bid: Exterior painting only in areas of block in-fill to match adjacent color.
2. Alternate: Paint entire building exterior for those areas currently painted.

END OF SECTION 012300

SECTION 012500

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request or 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
e. Quotation Form: Use forms acceptable to Engineer.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 1 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Engineer.

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor.

1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Engineer may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order or Allowance Expenditure.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012900

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections:
1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
3. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with continuation sheets.
b. Submittal schedule.
c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Engineer at earliest possible date but no later than fourteen days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

    a. Project name and location.
    b. Name of Engineer.
    c. Engineer's project number.
    d. Contractor's name and address.
    e. Date of submittal.

2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:

    a. Related Specification Section or Division.
    b. Description of the Work.
    c. Name of subcontractor.
    d. Name of manufacturer or fabricator.
    e. Name of supplier.
    f. Change Orders (numbers) that affect value.
    g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

        1) Labor.
        2) Materials.
        3) Equipment.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.

    a. Include separate line items under Contractor and principal subcontracts for project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

    a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: Progress payments shall be submitted to Engineer by the fifth of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

C. Application for Payment Forms: Use included form for Applications for Payment. Contractor shall provide schedule of values using from acceptable to Owner.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

a. Materials previously stored and included in previous Applications for Payment.
b. Work completed for this Application utilizing previously stored materials.

c. Additional materials stored with this Application.
d. Total materials remaining stored, including materials with this Application.

F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Products list (preliminary if not final).
5. Submittal schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.
12. Certificates of insurance and insurance policies.
13. Performance and payment bonds.
14. Data needed to acquire Owner's insurance.

I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. "Contractor's Affidavit of Payment of Debts and Claims."
5. "Contractor's Affidavit of Release of Liens."
6. "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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SECTION 013100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination Drawings.
2. Administrative and supervisory personnel.
3. Project meetings.
4. Requests for Interpretation (RFIs).

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

C. Related Sections include the following:
1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:

a. Indicate functional and spatial relationships of components of Engineerural, structural, civil, mechanical, and electrical systems.
b. Indicate required installation sequences.

c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
3. Number of Copies: Submit four opaque copies of each submittal. Engineer will return three copies.

4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including mobile and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1. Include special personnel required for coordination of operations with other contractors.

1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within [three] days of the meeting.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing and long-lead items.
    d. Designation of key personnel and their duties.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for RFIs.
    g. Procedures for testing and inspecting.
    h. Procedures for processing Applications for Payment.
    i. Distribution of the Contract Documents.
    j. Submittal procedures.
    k. Preparation of Record Documents.
    l. Use of the premises and existing building.
    m. Work restrictions.
    n. Owner's occupancy requirements.
    o. Responsibility for temporary facilities and controls.
    p. Construction waste management and recycling.
    q. Parking availability.
    r. Office, work, and storage areas.
    s. Equipment deliveries and priorities.
    t. First aid.
    u. Security.
    v. Progress cleaning.
    w. Working hours.

3. Minutes: Record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

    a. The Contract Documents.
    b. Options.
    c. Related RFIs.
    d. Related Change Orders.
    e. Purchases.
    f. Deliveries.
    g. Submittals.
    h. Review of mockups.

i. Possible conflicts.
j. Compatibility problems.
k. Time schedules.
l. Weather limitations.
m. Manufacturer's written recommendations.
n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities and controls.
r. Space and access limitations.
s. Regulations of authorities having jurisdiction.
t. Testing and inspecting requirements.
u. Installation procedures.
v. Coordination with other work.
w. Required performance results.
x. Protection of adjacent work.
y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner, and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.

3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Status of correction of deficient items.
14) Field observations.
15) RFIs.
16) Status of proposal requests.
17) Pending changes.
18) Status of Change Orders.
19) Pending claims and disputes.
20) Documentation of information for payment requests.

3. Minutes: Record the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

    a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

E. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner, and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.

c. Review present and future needs of each contractor present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Change Orders.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.8 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

1. Project name.
2. Date.
3. Name of Contractor.
4. Name of Engineer.
5. RFI number, numbered sequentially.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

C. Hard-Copy RFIs.

1. Identify each page of attachments with the RFI number and sequential page number.

D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.

E. Engineer's Action: Engineer will review each RFI, determine action required, and return it. Allow seven working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

a. Requests for approval of submittals.
b. Requests for approval of substitutions.
c. Requests for coordination information already indicated in the Contract Documents.
d. Requests for adjustments in the Contract Time or the Contract Sum.
e. Requests for interpretation of Engineer's actions on submittals.
f. Incomplete RFIs or RFIs with numerous errors.

2. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.
3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.

F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.

G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Engineer.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Engineer's response was received.

8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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SECTION 013200

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Special reports.

B. Related Sections include the following:
1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
4. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Engineer.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

G. Major Area: A story of construction, a separate building, or a similar significant construction element.

H. Milestone: A key or critical point in time for reference or measurement.

I. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

A. Qualification Data: For scheduling consultant.

B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Engineer's final release or approval.

C. Preliminary Construction Schedule: Submit two opaque copies.

1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.

D. Preliminary Network Diagram: two opaque copies, large enough to show entire network for entire construction period. Show logic ties for activities.

E. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.

1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.

F. Daily Construction Reports: Submit two copies at monthly intervals.

G. Material Location Reports: Submit two copies at monthly intervals.

H. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

I. Special Reports: Submit two copies at time of unusual event.

1.5 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

    a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."

B. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 21 days, unless specifically allowed by Engineer.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
4. Startup and Testing Time: Include not less than 14 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
5. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with existing construction.
b. Limitations of continued occupancies.
c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use of premises restrictions.
f. Provisions for future construction.
g. Seasonal variations.
h. Environmental control.

6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

    a. Subcontract awards.
    b. Submittals.
    c. Purchases.
    d. Mockups.
    e. Fabrication.
    f. Sample testing.
    g. Deliveries.
    h. Installation.
    i. Tests and inspections.
    j. Adjusting.
    k. Curing.
    l. Startup and placement into final use and operation.

7. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

    a. Structural completion.
    b. Permanent space enclosure.
    c. Completion of mechanical installation.
    d. Completion of electrical installation.
    e. Substantial Completion.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

1. <Insert additional milestones not indicated elsewhere.>
2. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned

F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for commencement of the Work.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the Work. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.5 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (refer to special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial Completions and occupancies.
19. Substantial Completions authorized.

B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.6 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

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SECTION 0013300

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
4. Division 01 Section "Quality Requirements" for submitting test and inspection reports.
5. Division 01 Section "Closeout Procedures" for submitting warranties.
6. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
7. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
8. Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.
9. Divisions 02 through 16 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Engineer's responsive action.

B. Informational Submittals: Written information that does not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.

4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Engineer and to Engineer's consultants, allow 15 days for review of each submittal. Submittal will be returned to Engineer before being returned to Contractor.

E. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Include the following information on label for processing and recording action taken:

a. Project name.
b. Date.
c. Name and address of Engineer.
d. Name and address of Contractor.
e. Name and address of subcontractor.
f. Name and address of supplier.
g. Name of manufacturer.

h. Submittal number or other unique identifier, including revision identifier.

1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).

i. Number and title of appropriate Specification Section.
j. Drawing number and detail references, as appropriate.
k. Location(s) where product is to be installed, as appropriate.
l. Other necessary identification.

F. Deviations: Highlight, or otherwise specifically identify deviations from the Contract Documents on submittals.

G. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.
2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.

H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.

1. Transmittal Form: Provide locations on form for the following information:

a. Project name.
b. Date.
c. Destination (To:).
d. Source (From:).
e. Names of subcontractor, manufacturer, and supplier.
f. Category and type of submittal.
g. Submittal purpose and description.
h. Specification Section number and title.
i. Drawing number and detail references, as appropriate.
j. Transmittal number.
k. Submittal and transmittal distribution record.
l. Remarks.
m. Signature of transmitter.

2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.

I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.

J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

K. Use for Construction: Use only final submittals.

1.5 CONTRACTOR'S USE OF ENGINEER'S CAD FILES

A. General: At Contractor's written request, copies of Engineer's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:

1. Signed agreement to Consultant's drawing release form.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

1. Submit electronic submittals directly to extranet specifically established for Project.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

a. Manufacturer's written recommendations.
b. Manufacturer's product specifications.
c. Manufacturer's installation instructions.
d. Standard color charts.
e. Manufacturer's catalog cuts.
f. Wiring diagrams showing factory-installed wiring.
g. Printed performance curves.
h. Operational range diagrams.
i. Mill reports.
j. Standard product operation and maintenance manuals.
k. Compliance with specified referenced standards.
l. Testing by recognized testing agency.
m. Application of testing agency labels and seals.
n. Notation of coordination requirements.

4. Submit Product Data before or concurrent with Samples.
5. Number of Copies: Submit four copies of Product Data, unless otherwise indicated. Engineer will return minimum two copies. Mark up and retain one returned copy as a Project Record Document.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

   a. Dimensions.
   b. Identification of products.
   c. Fabrication and installation drawings.
   d. Roughing-in and setting diagrams.
   e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
   f. Shopwork manufacturing instructions.
   g. Templates and patterns.
   h. Schedules.
   i. Design calculations.
   j. Compliance with specified standards.
   k. Notation of coordination requirements.
   l. Notation of dimensions established by field measurement.
   m. Relationship to adjoining construction clearly indicated.
   n. Seal and signature of professional engineer if specified.
   o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
3. Number of Copies: Submit four opaque (bond) copies of each submittal. Engineer will return one copy.

D. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product.
2. Number and name of room or space.
3. Location within room or space.
4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Engineer will return two copies.

   a. Mark up and retain one returned copy as a Project Record Document.

E. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.

F. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Engineer will return two copies.

    a. Mark up and retain one returned copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Engineer will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.

E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."

N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during

installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

V. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Engineer.

1. Engineer will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

2.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:
1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
2. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
3. Divisions 02 through 16 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

C. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

D. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

E. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

G. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

H. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.5 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.

1. Distribution: Distribute schedule to Owner, Engineer testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Engineer.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Engineer's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Sections include the following:

1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
3. Division 01 Section "Execution" for progress cleaning requirements.
4. Divisions 02 through 16 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.
5. Division 01 Section "Dewatering" for disposal of ground water at Project site.
6. Division 02 Section "Termite Control" for pest control.
7. Division 02 Section "Asphalt Paving" for construction and maintenance of asphalt paving for temporary roads and paved areas.
8. Division 02 Section "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Engineer, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Engineer, testing agencies, and authorities having jurisdiction.

B. Sewer Service: Pay sewer service use charges for sewer usage by all entities for construction operations.

C. Water Service: For existing construction only, Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

D. Electric Power Service: For existing construction only, Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.5 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pavement: Comply with Division 02 pavement Sections.

B. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete bases for supporting posts.

C. Lumber and Plywood: Comply with requirements in Division 06 Section "Rough Carpentry."

D. Gypsum Board: Minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.

E. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

F. Paint: Comply with requirements in Division 09 painting Sections.

2.2 TEMPORARY FACILITIES

A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. HVAC Equipment:
1. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service: In existing building only, use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

D. Electric Power Service: In existing building only, Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Provide temporary parking areas for construction personnel.

D. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs prominently to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.

1. Provide temporary, directional signs for construction personnel and visitors.
2. Maintain and touchup signs so they are legible at all times.
3. Project identification sign shall be 4'x4'x1/2" painted plywood supported by 4'x4' posts and shall include the following information:
   a. Project name.
   b. Names of County officials. Coordinate with Owner.
   c. Contractor Name.
   d. A/E firm names.

   Submit proposed sign for approval.

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.

F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Division 01 Section "Summary."

B. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.

C. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

D. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.

1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
2. Construct dustproof partitions with 2 layers of 3-mil polyethylene sheet on each side. Cover floor with 2 layers of 3-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
3. Insulate partitions to provide noise protection to occupied areas.
4. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
5. Protect air-handling equipment.
6. Weather strip openings.
7. Provide walk-off mats at each entrance through temporary partition.

E. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016000

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

B. Related Sections include the following:
   1. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
   2. Divisions 02 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other

designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

A. Product List: Submit a list, in tabular from, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
2. Form: Tabulate information for each product under the following column headings:

    a. Specification Section number and title.
    b. Generic name used in the Contract Documents.
    c. Proprietary name, model number, and similar designations.
    d. Manufacturer's name and address.
    e. Supplier's name and address.
    f. Installer's name and address.
    g. Projected delivery date or time span of delivery period.
    h. Identification of items that require early submittal approval for scheduled delivery date.

3. Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.

    a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.

4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
5. Engineer's Action: Engineer will respond in writing to Contractor within 15 days of receipt of completed product list. Engineer's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Engineer's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use Contractor's standard form.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

    a. Statement indicating why specified material or product cannot be provided.

b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
j. Cost information, including a proposal of change, if any, in the Contract Sum.
k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

   a. Form of Acceptance: Change Order.
   b. Use product specified if Engineer cannot make a decision on use of a proposed substitution within time allocated.

C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

   a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."

b. Use product specified if Engineer cannot make a decision on use of a comparable product request within time allocated.

D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Engineer will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
3. Refer to Divisions 02 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Engineer will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Engineer's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches.

    a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.

10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.

    a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
    b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

A. Timing: Engineer will consider requests for substitution if received within 60 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Engineer.

B. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

A. Conditions: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300

EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 013300 "Submittal Procedures" for submitting surveys.
3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For land surveyor.

B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

C. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

    a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

D. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

E. Certified Surveys: Submit two copies signed by land surveyor.

F. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Engineer of locations and details of cutting and await directions from Engineer before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in

reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Engineer for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where

indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Engineer according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

E. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017320

SELECTIVE DEMOLITION

PART 1- GENERAL

1.1 DESCRIPTION OF WORK

This specification shall provide for the removal and disposal of old structures or portions of old structures, as noted on the plans, and shall include all excavation and backfilling necessary to complete the removal. The work shall be done in accordance with the provisions of these specifications.

PART 2- PRODUCTS [NOT USED]

PART 3- EXECUTION

3.1 METHOD OF REMOVAL

A. Steel Structures: Steel structures or steel portions of structures shall be dismantled in sections as determined by the Engineer. The sections shall be stored. Rivets and bolts connecting steel railing members, steel beams of beam spans and steel stringers of truss spans shall be removed by butting the heads with a "cold cut" and punching or drilling from the hole, or by such other method as will not injure the members for re-use and will meet the approval of the Engineer. The removal of rivets and bolts from connections of truss members, bracing members, and other similar members in the structure will not be required unless specifically called for on the plans or special provisions and the Contractor shall have the option of dismantling these members by flame-cutting the members immediately adjacent to the connections. Flame-Cutting will not be permitted, however, when plans or special provisions call for the structure unit to be salvaged in such manner as to permit re-erection. In such case, all members shall be carefully matchmarked with paint in accordance with diagram furnished by the Engineer prior to dismantling, and all rivets and bolts shall be removed from the connections in the manner specified in the first portion of this paragraph.

D. Timber Structures:

1. Timber structures or timber portions of structures shall be removed in such manner as to damage the timber for further use as little as possible. All bolts and nails shall be removed from such lumber as deemed salvable by the Engineer.
2. Unless otherwise specified on the plans, timber piles shall be either pulled or cut off at the point not less than 2 feet below ground line, with the choice between these two methods resting with the Contractor, unless otherwise specified.

E. Brick or Stone Structures:

1. Brick or stone structures or stone portions of structures shall be removed by blasting and/or sledging the masonry into sizes not larger than one cubic foot.

2. Portions of such structures below the permanent ground line, which will not in any manner interfere with the proposed construction, may be left in place, but removal shall be carried at least 2 feet below the permanent ground line and neatly squared off.

F. Salvage:

All material such as pipe, timbers, railings, etc., which the Engineer deems as salvageable for reuse, and all structural steel shall be in the property of City unless otherwise specified and delivered to a designated storage area.

All mechanical and electrical lift station material, which the Engineer deems as salvageable for reuse, including pumps and control panels shall be in the property of the City unless otherwise specified and delivered to a designated storage area.

G.

1. The I-beams, stringers, etc., which are specified to be dismantled without damage for reuse, and all steel members when match marked and dismantled for reuse, shall be blocked off the ground in an upright position to protect the members against further damage.

2. Materials, other than structural steel, which are not deemed salvable by the Engineer, shall become the property of the Contractor and shall be removed to suitable disposal sites off of the right-of-way arranged for by the Contractor, or otherwise disposed of in a manner satisfactory to the Engineer.

3. Where temporary structures are necessary for a detour adjacent to the present structure, the Contractor will be permitted to use the material in the old structure for the detour structure, but he shall dismantle and stack or dispose of the material as required above as soon as the new structure is opened for traffic.

H. Backfill:

1. All excavation made in connection with this specification and all openings below the natural ground line caused by the removal of old structures or portions thereof shall be backfilled to the level of the original ground line, unless otherwise provided on the plans.

2. That portion of the backfill which will support any portion of the roadbed or embankment shall be placed in layers of the same depth as those required for placing embankment. Material in each layer shall be wetted uniformly, if required, and shall be compacted to the density required in the adjoining embankment. In places inaccessible to blading and rolling equipment, mechanical or hand tamps or rammers shall be used to obtain the required compaction.

3. That portion of the backfill which will not support any portion of the roadbed or embankment shall be placed as directed by the Engineer in such manner and to such state of compaction as will preclude objectionable amount of settlement.

END OF SECTION 017320

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SECTION 017700

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Final cleaning.

B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
2. Division 01 Section "Execution" for progress cleaning of Project site.
3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
5. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
6. Divisions 02 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

a. Project name.
b. Date.
c. Name of Engineer.
d. Name of Contractor.
e. Page number.

1.6 WARRANTIES

A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Partial Occupancy: Submit properly executed warranties within 14 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

    a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    g. Sweep concrete floors broom clean in unoccupied spaces.
    h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    j. Remove labels that are not permanent.

k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

l. Wipe surfaces of mechanical and electrical equipment[, elevator equipment,] and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

m. Replace parts subject to unusual operating conditions.

n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

p. Clean ducts, blowers, and coils if units were operated without filters during construction.

q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

r. Leave Project clean and ready for occupancy.

C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

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SECTION 017823

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

B. Related Requirements:
1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Engineer will comment on whether content of operations and maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Engineer.

    a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
    b. Enable inserted reviewer comments on draft submittals.

2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Engineer will return two copies.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Engineer will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Engineer will return copy with comments.

1. Correct or revise each manual to comply with Engineer's comments. Submit copies of each corrected manual within 15 days of receipt of Engineer's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to

ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Construction Manager.
7. Name and contact information for Engineer.
8. Name and contact information for Commissioning Authority.
9. Names and contact information for major consultants to the Engineer that designed the systems contained in the manuals.
10. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily

navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.

6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.

3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."

G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

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SECTION 017839

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Product Data.

B. Related Requirements:
1. Section 017300 "Execution" for final property survey.
2. Section 017700 "Closeout Procedures" for general closeout procedures.
3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set of marked-up record prints.
2. Number of Copies: Submit copies of record Drawings as follows:

a. Initial Submittal:

1) Submit one paper-copy set(s) of marked-up record prints.

b. Final Submittal:
1) Submit PDF electronic files of scanned record prints and three set(s) of prints.
2) Print each drawing, whether or not changes and additional information were recorded.

B. Record Product Data: Submit one paper copy of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations below first floor.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order or Construction Change Directive.
k. Changes made following Engineer's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Annotated PDF electronic file with comment function enabled.
2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Engineer will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.

    a. See Section 013300 "Submittal Procedures" for requirements related to use of Engineer's digital data files.
    b. Engineer will provide data file layer information. Record markups in separate layers.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Engineer.
    e. Name of Contractor.

2.2 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, and record Drawings where applicable.

B. Format: Submit record Product Data as paper copy.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer's reference during normal working hours.

END OF SECTION 017839

SECTION 033543

POLISHED CONCRETE FINISHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes polished concrete finishing, including staining.

1.3 DEFINITIONS

A. Design Reference Sample: Sample designated by Design Professional in the Contract Documents that reflects acceptable surface quality and appearance of polished concrete.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Polishing Schedule: Submit plan showing polished concrete surfaces and schedule of polishing operations for each area of polished concrete before start of polishing operations. Include locations of all joints, including construction joints.

C. Samples for Initial Selection: For each type of product requiring color selection.

D. Samples for Verification: For each type of exposed color.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Material Certificates: For each of the following, signed by manufacturers:

1. Repair materials.
2. Stain materials.
3. Liquid floor treatments.

1.6 QUALITY ASSURANCE

A. Mockups: Before casting concrete, build mockups to verify selections made under Sample submittals and to demonstrate typical joints, surface finish, tolerances, and standard of workmanship. Build mockups to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in the location and of the size indicated or, if not indicated, as directed by Design Professional.
2. Demonstrate curing, finishing, and protecting of polished concrete.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 FIELD CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 STAIN MATERIALS

A. Penetrating Stain: Water-based, acrylic latex, penetrating stain with colorfast pigments.

1. Butterfield Color Stain, ELE-111 Tannin or approved equal

2.2 LIQUID FLOOR TREATMENTS

A. Penetrating Liquid Floor Treatments for Polished Concrete Finish: Clear, waterborne solution of inorganic silicate or siliconate materials and proprietary components; odorless; that penetrates, hardens, and is suitable for polished concrete surfaces.

PART 3 - EXECUTION

3.1 POLISHING

A. Polish: Level 3: High sheen, 800 grit.

B. Apply polished concrete finish system to cured and prepared slabs to match accepted mockup.

1. Machine grind floor surfaces to receive polished finishes level and smooth and to depth required to reveal aggregate to match approved mockup.
2. Apply penetrating liquid floor treatment for polished concrete in polishing sequence and according to manufacturer's written instructions, allowing recommended drying time between successive coats.

3. Continue polishing with progressively finer-grit diamond polishing pads to gloss level, to match approved mockup.
4. Control and dispose of waste products produced by grinding and polishing operations.
5. Neutralize and clean polished floor surfaces.

3.2 STAINING

A. Prepare surfaces according to manufacturer's written instructions and as follows:

1. Clean concrete thoroughly by scraping, applying solvents or stripping agents, sweeping and pressure washing, or scrubbing with a rotary floor machine and detergents recommended by stain manufacturer. Rinse until water is clear and allow surface to dry.

    a. Do not use acidic solutions to clean surfaces.

2. Test surfaces with droplets of water. If water beads and does not penetrate surface, or penetrates only in some areas, profile surfaces by acid etching, grinding, sanding, or abrasive blasting. Retest and continue profiling surface until water droplets immediately darken and uniformly penetrate concrete surfaces.
3. Apply acidic solution to dampened concrete surfaces, scrubbing with uncolored, acid-resistant nylon-bristle brushes until bubbling stops and concrete surface has texture of 120-grit sandpaper. Do not allow solution to dry on concrete surfaces. Rinse until water is clear. Control, collect, and legally dispose of runoff.
4. Neutralize concrete surfaces and rinse until water is clear. Test surface for residue with clean white cloth. Test surface according to ASTM F 710 to ensure pH is between 7 and 8.

B. Allow concrete surface to dry before applying stain. Verify readiness of concrete to receive stain according to ASTM D 4263 by tightly taping 18-by-18-inch (450-by-450-mm), 4-mil-(0.1-mm-) thick polyethylene sheet to a representative area of concrete surface. Apply stain only if no evidence of moisture has accumulated under sheet after 16 hours.

C. Penetrating Stain: Apply penetrating stain to concrete surfaces according to manufacturer's written instructions and as follows:

1. Apply first coat of stain to dry, clean surfaces by airless sprayer or by high-volume, low-pressure sprayer.
2. Allow to dry four hours and repeat application of stain in sufficient quantity to obtain color consistent with approved mockup.
3. Rinse until water is clear. Control, collect, and legally dispose of runoff.

END OF SECTION 033543

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SECTION 04 20 16

REINFORCED UNIT MASONRY ASSEMBLIES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes concrete masonry units, reinforcement, anchorage, and accessories.

B. Related Sections:
1. Section 040514 - Masonry Mortar and Grout: Mortar and grout.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 530 - Building Code Requirements for Masonry Structures.
2. ACI 530.1 - Specifications for Masonry Structures.

B. ASTM International:
1. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
2. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
3. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
4. ASTM A580/A580M - Standard Specification for Stainless Steel Wire.
5. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
6. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
7. ASTM A951 - Standard Specification for Masonry Joint Reinforcement.
8. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction.
9. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
10. ASTM C27 - Standard Classification of Fireclay and High-Alumina Refractory Brick.
11. ASTM C34 - Standard Specification for Structural Clay Load-Bearing Wall Tile.
12. ASTM C55 - Standard Specification for Concrete Brick.
13. ASTM C56 - Standard Specification for Structural Clay Non-Load-Bearing Tile.
14. ASTM C62 - Standard Specification for Building Brick (Solid Masonry Units Made From Clay or Shale).
15. ASTM C67 - Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile.

16. ASTM C73 - Standard Specification for Calcium Silicate Face Brick (Sand-Lime Brick).
17. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units.
18. ASTM C126 - Standard Specification for Ceramic Glazed Structural Clay Facing Tile, Facing Brick, and Solid Masonry Units.
19. ASTM C129 - Standard Specification for Nonloadbearing Concrete Masonry Units.
20. ASTM C140 - Standard Test Methods of Sampling and Testing Concrete Masonry Units.
21. ASTM C212 - Standard Specification for Structural Clay Facing Tile.
22. ASTM C216 - Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale).
23. ASTM C315 - Standard Specification for Clay Flue Linings.
24. ASTM C530 - Standard Specification for Structural Clay Non-Loadbearing Screen Tile.
25. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
26. ASTM C652 - Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale).
27. ASTM C744 - Standard Specification for Prefaced Concrete and Calcium Silicate Masonry Units.
28. ASTM C1261 - Standard Specification for Firebox Brick for Residential Fireplaces.
29. ASTM C1283 - Standard Practice for Installing Clay Flue Lining.
30. ASTM D226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
31. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
32. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

C. National Fire Protection Association:
   1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.

D. Underwriters Laboratories Inc.:
   1. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

1.3 PERFORMANCE REQUIREMENTS

A. Concrete Masonry Compressive Strength
   1. Concrete Masonry Units: 1900 psi minimum net area compressive strength.

1.4 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal requirements.

B. Shop Drawings: Indicate bars sizes, spacings, locations, reinforcement quantities, bending and cutting schedules, supporting and spacing devices for reinforcement.

C. Product Data:
   1. Submit data for masonry units and fabricated wire reinforcement.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 530 and ACI 530.1.

1.6 QUALIFICATIONS

A. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Section 016000 - Product Requirements.

B. Cold Weather Requirements: In accordance with ACI 530.1 when ambient temperature or temperature of masonry units is less than 40 degrees F.

C. Hot Weather Requirements: In accordance with ACI 530.1 when ambient temperature is greater than 100 degrees F or ambient temperature is greater than 90 degrees F with wind velocity greater than 8 mph.

PART 2 PRODUCTS

2.1 COMPONENTS

A. Hollow Load Bearing Concrete Masonry Units (CMU): ASTM C90; normal weight.

2.2 ACCESSORIES

A. Single Wythe Joint Reinforcement: ASTM A951; ladder type; 0.148 inch diameter side rods with 0.148 inch diameter cross ties.

B. Reinforcing Steel: ASTM A615/A615M, 60 ksi yield grade, deformed billet bars.

C. Anchor Rods: ASTM A307; Grade C; J-shaped or L-shaped; complete with washers and heavy hex nuts; sized for minimum 15 inch embedment.
   1. Hot-Dipped Galvanizing: ASTM A153/A153M.
   2. Mechanical Galvanizing: ASTM B695; Class 55.

D. Mortar and Grout: As specified in Section 04065.

E. Joint Filler: Closed cell rubber; oversized 50 percent to joint width; self expanding.

2.3 SOURCE QUALITY CONTROL

A. Section 014000 - Quality Requirements: Testing, inspection and analysis requirements.

B. Test brick efflorescence in accordance with ASTM C67. Brick rated greater than "slightly effloresced" is not acceptable.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Verify field conditions are acceptable and are ready to receive work.

C. Verify items provided by other sections of work are properly sized and located.

D. Verify built-in items are in proper location, and ready for roughing into masonry work.

3.2 PREPARATION

A. Direct and coordinate placement of metal anchors supplied to other Sections.

B. Furnish temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent support.

C. Wet clay and shale brick before laying when initial rate of absorption is greater than 30 grams when tested in accordance with ASTM C67.

3.3 INSTALLATION

A. Establish lines, levels, and coursing indicated. Protect from displacement.

B. Maintain masonry courses to uniform dimension. Form bed and head joints of uniform thickness.

C. Coursing of Concrete Masonry Units:
1. Bond: Running.
2. Coursing: One unit and one mortar joint to equal 8 inches.
3. Mortar Joints: Concave.

D. Placing And Bonding:
1. Lay solid masonry units in full bed of mortar, with full head joints.
2. Lay hollow masonry units with face shell bedding on head and bed joints.

3. Buttering corners of joints or excessive furrowing of mortar joints are not permitted.
4. Remove excess mortar as Work progresses.
5. Interlock intersections and external corners.
6. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment is required, remove mortar and replace.
7. Perform job site cutting of masonry units with proper tools to assure straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
8. Isolate masonry from vertical structural framing members with movement joint .
9. Isolate top of masonry from horizontal structural framing members and slabs or decks.

E. Joint Reinforcement And Anchorage:
1. Install horizontal joint reinforcement 16 inches oc.
2. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.
3. Place joint reinforcement continuous in first and second joint below top of walls.
4. Lap joint reinforcement ends minimum 6 inches.
5. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch of dimensioned position.
6. Embed anchors embedded in concrete attached to structural steel members. Embed anchorages in every sixth brick.

F. Lintels:
1. Install precast concrete lintels over openings.
2. Install reinforced unit masonry lintels over openings where steel or precast concrete lintels are not scheduled or indicated.
3. Openings Up To 42 inches Wide: Reinforce openings as indicated on Drawings.
4. Openings From 42 inches Up To 78 inches Wide: Reinforce openings as indicated on Drawings.
5. Openings Over 78 inches: Reinforce openings as indicated on Drawings.
6. Do not splice reinforcing bars.
7. Support and secure reinforcing bars from displacement.
8. Place and consolidate grout fill without displacing reinforcing.
9. Allow masonry lintels to attain specified strength before removing temporary supports.
10. Maintain minimum 8 inches bearing on each side of opening.

G. Grouted Components:
1. Reinforce bond beam with 1, No. 5 bar.
2. Reinforce pilaster with 1, No. 6 bar in each cell.
3. Lap splices bar diameters required by code.
4. Support and secure reinforcing bars from displacement.
5. Place and consolidate grout fill without displacing reinforcing.
6. At bearing locations, fill masonry cores with grout for minimum 12 inches either side of opening.

H. Reinforced Masonry:
1. Lay masonry units with cells vertically aligned and cavities between wythes clear of mortar and unobstructed.
2. Place reinforcing, reinforcement bars, and grout as indicated on Drawings.
3. Splice reinforcement in accordance with Section 03200.
4. Support and secure reinforcement from displacement.
5. Place and consolidate grout fill without displacing reinforcing.
6. Place grout in accordance with ACI 530.1 Specification for Masonry Structures.

I. Control And Expansion Joints:
1. Install control and expansion joints at the following maximum spacings, unless otherwise indicated on Drawings:
   a. Exterior Walls: 20 feet on center and within 10 feet on one side of each interior and exterior corner.
   b. Interior Walls: 30 feet on center.
   c. At changes in wall height.
2. Do not continue horizontal joint reinforcement through control and expansion joints.
3. Install preformed control joint device in continuous lengths. Seal butt and corner joints.
4. Size control joint in accordance with Section 07900 for sealant performance.
5. Form expansion joint by omitting mortar and cutting unit to form open space.

J. Cutting And Fitting:
1. Obtain Architect/Engineer's approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

3.4 ERECTION TOLERANCES

A. Section 014000 - Quality Requirements: Tolerances.

B. Maximum Variation From Alignment of Pilasters: 1/4 inch.

C. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.

D. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.

E. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.

F. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.

G. Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.

H. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.

I. Maximum Variation for Steel Reinforcement:
   1. Install reinforcement within the tolerances specified in ACI 530.1 for foundation walls.
   2. Plus or minus 1/2 inch when distance from centerline of steel to opposite face of masonry is 8 inches or less.
   3. Plus or minus 1 inch when distance is between 8 and 24 inches.
   4. Plus or minus 1-1/4 inch when distance is greater than 24 inches.
   5. Plus or minus 2 inches from location along face of wall.

3.5 FIELD QUALITY CONTROL

A. Concrete Masonry Units: Test each type in accordance with ASTM C140.

3.6 CLEANING

A. Section 017000 - Execution Requirements: Final cleaning.

B. Remove excess mortar and mortar smears as work progresses.

C. Replace defective mortar. Match adjacent work.

D. Clean soiled surfaces with cleaning solution.

E. Use non-metallic tools in cleaning operations.

3.7 PROTECTION OF FINISHED WORK

A. Section 017000 - Execution Requirements: Requirements for protecting finished Work.

B. Protect exposed external corners subject to damage.

C. Protect base of walls from mud and mortar splatter.

D. Protect masonry and other items built into masonry walls from mortar droppings and staining caused by mortar.

E. Protect tops of masonry work with waterproof coverings secured in place without damaging masonry. Provide coverings where masonry is exposed to weather when work is not in progress.

END OF SECTION

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SECTION 05 12 00

STRUCTURAL STEEL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Structural shapes.
2. Channels and angles.
3. Hollow structural sections.
4. Structural pipe.
5. Structural plates and bars.
6. Fasteners, connectors, and anchors.
7. Fasteners, connectors, and anchors.
8. Grout.

B. Related Sections:
1. Section 036000 - Grout: Grout for setting base plates.
2. Section 052100 - Steel Joists.
3. Section 053123 - Steel Roof Deck
4. Section 055000 – Metal Fabrications: Steel Fabrications affecting structural steel work.

1.2 REFERENCES

A. American Institute of Steel Construction:
1. AISC Code of Standard Practice for Steel Buildings and Bridges.
2. AISC Load and Resistance Factor Design (LRFD) Specification for Structural Steel Buildings.
3. AISC Load and Resistance Factor Design Specification for Single-Angle Members.
4. AISC Seismic Provisions for Structural Steel Buildings.
5. AISC Specification for Allowable Stress Design of Single-Angle Members.
6. AISC Specification for the Design of Steel Hollow Structural Sections.
7. AISC Specification for Structural Steel Buildings Allowable Stress Design, and Plastic Design.

B. ASTM International:
1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
2. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
3. ASTM A108 - Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished.
4. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

5. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
6. ASTM A193/A193M - Standard Specification for Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service.
7. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
8. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
9. ASTM A354 - Standard Specification for Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners.
10. ASTM A449 - Standard Specification for Quenched and Tempered Steel Bolts and Studs.
11. ASTM A490 - Standard Specification for Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength.
12. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
13. ASTM A501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
14. ASTM A514/A514M - Standard Specification for High-Yield-Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding.
15. ASTM A529/A529M - Standard Specification for High-Strength Carbon-Manganese Steel of Structural Quality.
16. ASTM A563 - Standard Specification for Carbon and Alloy Steel Nuts.
17. ASTM A572/A572M - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
18. ASTM A588/A588M - Standard Specification for High-Strength Low-Alloy Structural Steel with 50 ksi (345 MPa) Minimum Yield Point to 4-in. (100-mm) Thick.
19. ASTM A618 - Standard Specification for Hot-Formed Welded and Seamless High-Strength Low-Alloy Structural Tubing.
20. ASTM A786/A786M - Standard Specification for Hot-Rolled Carbon, Low-Alloy, High-Strength Low-Alloy, and Alloy Steel Floor Plates.
21. ASTM A847 - Standard Specification for Cold-Formed Welded and Seamless High Strength, Low Alloy Structural Tubing with Improved Atmospheric Corrosion Resistance.
22. ASTM A852/A852M - Standard Specification for Quenched and Tempered Low-Alloy Structural Steel Plate with 70 ksi (485 MPa) Minimum Yield Strength to 4 in. (100 mm) Thick.
23. ASTM A913/A913M - Standard Specification for High-Strength Low-Alloy Steel Shapes of Structural Quality, Produced by Quenching and Self-Tempering Process (QST).
24. ASTM A992/A992M - Standard Specification for Structural Steel Shapes.
25. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
26. ASTM E94 - Standard Guide for Radiographic Examination.
27. ASTM E164 - Standard Practice for Ultrasonic Contact Examination of Weldments.

28. ASTM E165 - Standard Test Method for Liquid Penetrant Examination.
29. ASTM E709 - Standard Guide for Magnetic Particle Examination.
30. ASTM F436 - Standard Specification for Hardened Steel Washers.
31. ASTM F959 - Standard Specification for Compressible-Washer-Type Direct Tension Indicators for Use with Structural Fasteners.
32. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.
33. ASTM F1852 - Standard Specification for Twist Off Type Tension Control Structural Bolt/Nut/Washer Assemblies, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.

C. American Welding Society:
1. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination.
2. AWS D1.1 - Structural Welding Code - Steel.

D. Research Council on Structural Connections:
1. RCSC - Specification for Structural Joints Using ASTM A325 or A490 Bolts.

E. SSPC: The Society for Protective Coatings:
1. SSPC - Steel Structures Painting Manual.
2. SSPC Paint 15 - Steel Joist Shop Paint.
3. SSPC Paint 20 - Zinc-Rich Primers (Type I - Inorganic and Type II - Organic).
4. SSPC SP 3 - Power Tool Cleaning.
5. SSPC SP 6 - Commercial Blast Cleaning.
6. SSPC SP 10 - Near-White Blast Cleaning.

1.3 SUBMITTALS

A. Section 01330 - Submittal Procedures: Requirements for submittals.

B. Shop Drawings:
1. Indicate profiles, sizes, spacing, and locations of structural members, openings, attachments, and fasteners.
2. Connections.
3. Cambers
4. Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths.

C. Mill Test Reports: Submit indicating structural strength and destructive and non-destructive test analysis.

D. Manufacturer's Mill Certificate: Certify products meet or exceed specified requirements.

E. Welders Certificates: Certify welders employed on the Work, verifying AWS qualifications within previous 12 months.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with the following:
1. AISC Code of Standard Practice for Steel Buildings and Bridges.
2. AISC Code of Standard Practice for Steel Buildings and Bridges. Section 10.
3. AISC Seismic Provisions for Structural Steel Buildings.
4. AISC Specification for Structural Steel Buildings Allowable Stress Design, and Plastic Design.
5. AISC Load and Resistance Factor Design (LRFD) Specification for Structural Steel Buildings.
6. AISC Specification for the Design of Steel Hollow Structural Sections.
7. AISC Specification for Allowable Stress Design of Single-Angle Members.
8. AISC Load and Resistance Factor Design Specification for Single-Angle Members.
9. RCSC Specification for Structural Joints Using ASTM A 325 or A 490 Bolts.
10. ASCE 19.

1.5 COORDINATION

A. Section {013000 - Administrative Requirements}: Requirements for coordination.

PART 2 PRODUCTS

2.1 STRUCTURAL STEEL

A. Structural W-Shapes: ASTM A992/A992M; Grade 50

B. Structural M-Shapes: ASTM A36/A36M; Grade 50

C. Structural T-Shapes: Cut from structural W-shapes.

D. Channels and Angles: ASTM A36/A36M.

E. Round Hollow Structural Sections: ASTM A500, Grade B.

F. Square and Rectangular Hollow Structural Sections: ASTM A500, Grade B.

G. Structural Plates and Bars: ASTM A36/A36M.

2.2 FASTENERS, CONNECTORS, AND ANCHORS

A. Bolts: ASTM A307; Grade A or B.
1. Finish: Unfinished

B. High Strength Bolts: ASTM A325; Type 1 or ASTM A490; Type 1.

1. Finish: Unfinished

C. Nuts: ASTM A563 heavy hex type.
1. Finish: Unfinished

D. Washers: ASTM F436; Type 1, circular
1. Finish: Unfinished

E. Threaded Rods: ASTM A36/A36M; Grade A.
1. Finish: Unfinished

F. Forged Structural Steel Hardware:
1. Clevises and Turnbuckles: ASTM A108; Grade 1085.
2. Eye Nuts and Eye Bolts: ASTM A108; Grade 1030.
3. Sleeve Nuts: ASTM A108; Grade 1018.
4. Rod Ends, Yoke Ends and Pins, Cotter Pins, and Coupling Nuts: Carbon steel.

2.3 WELDING MATERIALS

A. Welding Materials: AWS D1.1; type required for materials being welded.

2.4 ACCESSORIES

A. Grout: Non-shrink type, pre-mixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing additives, capable of developing minimum compressive strength of 7,000 psi at 28 days

B. Shop and Touch-Up Primer: SSPC Paint 15, Type 1, red oxide.

2.5 FABRICATION

A. Continuously seal joined members by continuous welds. Grind exposed welds smooth.

B. Fabricate connections for bolt, nut, and washer connectors.

C. Develop required camber for members.

2.6 FINISH

A. Prepare structural component surfaces in accordance with SSPC SP 3.

B. Shop prime structural steel members.

C. Galvanizing for Structural Steel Members: ASTM A123/A123M; minimum 1.2 oz/sq ft coating thickness; galvanize after fabrication.

D. Galvanizing for Fasteners, Connectors, and Anchors:
   1. Hot-Dipped Galvanizing: ASTM A153/A153M.
   2. Mechanical Galvanizing: ASTM B695; Class 50 minimum.

2.7 SOURCE QUALITY CONTROL AND TESTS

A. Section 014000 - Quality Requirements: Testing, inspection and analysis requirements.

B. Shop test bolted and welded connections as specified for field quality control tests.

C. When fabricator is approved by authority having jurisdiction, submit certificate of compliance indicating Work performed at fabricator's facility conforms to Contract Documents.
   1. Specified shop tests are not required for Work performed by approved fabricator.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Verification of existing conditions before starting work.

B. Verify bearing surfaces are at correct elevation.

C. Verify anchors rods are set in correct locations and arrangements with correct exposure for steel attachment.

3.2 PREPARATION

A. Furnish templates for installation of anchor rods and embedments in concrete and masonry work.

3.3 ERECTION

A. Allow for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in alignment until completion of erection and installation of permanent bracing.

B. Field weld components and shear connectors indicated on Drawings.

C. Field connect members with threaded fasteners; tighten to snug tight for bearing type connections.

D. Do not field cut or alter structural members without approval of Architect/Engineer.

E. After erection, touch up welds and abrasions to match shop finishes.

3.4 GROUT INSTALLATION

A. Grout [under base plates in accordance with Section 036000.

B. Shim bearing plates and equipment supports to proper elevation, snug tighten anchor bolts.

C. Fill void under bearing surface with grout. Install and pack grout to remove air pockets.

D. Moist cure grout.

E. Remove forms after grout is set. Trim grout edges to from smooth surface, splayed 45 degrees.

F. Tighten anchor bolts after grout has cured for a minimum of 3 days.

3.5 ERECTION TOLERANCES

A. Section 014000 - Quality Requirements: Tolerances.

B. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.

C. Maximum Offset From Alignment: 1/4 inch.

3.6 FIELD QUALITY CONTROL

A. Section 014000 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.

B. Bolted Connections: Inspect in accordance with AISC specifications.
1. Visually inspect all bolted connections.
2. For Direct Tension Indicators, comply with requirements of ASTM F959. Verify that gaps are less than gaps specified in Table 2.

C. Welding: Inspect welds in accordance with AWS D1.1.
1. Certify welders and conduct inspections and tests as required. Record types and locations of defects found in work. Record work required and performed to correct deficiencies.
2. Visually inspect all welds.
3. Ultrasonic Inspection: ASTM E164; perform on all full penetration welds.
4. Liquid Penetrant Inspection: ASTM E165.

D. Correct defective bolted connections and welds.

END OF SECTION

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SECTION 079200

JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Nonstaining silicone joint sealants.
2. Latex joint sealants.

B. Related Requirements:

1. Refer to Division 32 Section "Concrete Paving Joint Sealants" or as indicated on the Civil Drawings for sealing joints in paved roads, parking lots, walkways, and curbing.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product.

B. Samples for Verification: For each kind and color of joint sealant required.

C. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.5 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For each kind of joint sealant, for tests performed by manufacturer and witnessed by a qualified testing agency.

B. Sample Warranties: For special warranties.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

B. Product Testing: Test joint sealants using a qualified testing agency.

1. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.

1.7 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 NONSTAINING SILICONE JOINT SEALANTS

A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C 1248.

B. Silicone, Nonstaining, S, NS, 100/50, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to the following:

   a. May National Associates, Inc.; a subsidiary of Sika Corporation; Bondaflex Sil 290 FPS-NB.
   b. Pecora Corporation; 890FTS/TXTR.
   c. Tremco Incorporated; Spectrem 1.

2.3 LATEX JOINT SEALANTS

A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to the following:

   a. BASF Corporation; Construction Systems; Sonnolac.
   b. Franklin International; Titebond Painter's Plus Caulk.
   c. May National Associates, Inc.; a subsidiary of Sika Corporation; Bondaflex 600.
   d. Pecora Corporation; AC-20.
   e. Sherwin-Williams Company (The); 850A Siliconized Acrylic Latex Caulk.
   f. Tremco Incorporated; Tremflex 834.

2.4 JOINT-SEALANT BACKING

A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to the following:

   a. BASF Corporation; Construction Systems; MasterSeal 920 & 921(Pre-2014: Sonolastic Backer Rod).
   b. Construction Foam Products; a division of Nomaco, Inc.; HBR (Closed-Cell Backer Rod).

B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.5 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

    a. Concrete.

3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

    a. Metal.
    b. Glass.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or

damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:

a. Construction joints in cast-in-place concrete.
b. Joints between metal panels.
c. Joints between different materials.
d. Perimeter joints between materials listed above and frames of doors, windows and louvers.
e. Control and expansion joints in ceilings and other overhead surfaces.
f. Other joints as indicated on Drawings.

2. Joint Sealant: Silicone, nonstaining, S, NS, 100/50, NT.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement.

1. Joint Locations:

a. Control joints on exposed interior surfaces of exterior walls.
b. Perimeter joints between interior wall surfaces and frames of interior doors and windows.
c. Other joints as indicated on Drawings.

2. Joint Sealant: Acrylic latex.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 079200

SECTION 081113

HOLLOW METAL FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes hollow-metal work.

1.3 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.4 COORDINATION

A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

1.5 PREINSTALLATION MEETINGS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, temperature-rise ratings, and finishes.

B. Shop Drawings: Include the following:

1. Elevations of each door type.
2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
4. Locations of reinforcement and preparations for hardware.
5. Details of each different wall opening condition.
6. Details of anchorages, joints, field splices, and connections.
7. Details of accessories.

C. Schedule: Provide a schedule of hollow-metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final Door Hardware Schedule.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.

1. Provide additional protection to prevent damage to factory-finished units.

B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.

C. Store hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch-high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to the following:

1. Amweld International, LLC.
2. Apex Industries, Inc.
3. Ceco Door; ASSA ABLOY.
4. Curries Company; ASSA ABLOY.
5. Fleming Door Products Ltd.; Assa Abloy Group Company.
6. National Custom Hollow Metal Doors & Frames.
7. Republic Doors and Frames.
8. Steelcraft; an Allegion brand.

B. Source Limitations: Obtain hollow-metal work from single source from single manufacturer.

2.2 REGULATORY REQUIREMENTS

A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings and temperature-rise limits indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.

2.3 INTERIOR FRAMES

A. Construct interior frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.

B. Heavy-Duty Frames: SDI A250.8, Level 2. At all interior door locations unless indicated otherwise in the Door and Frame Schedule.

1. Physical Performance: Level B according to SDI A250.4.

2. Frames:

a. Materials: Uncoated steel sheet, minimum thickness of 0.053 inch.

b. Construction: Full profile welded.

3. Exposed Finish: Prime.

2.4 FRAME ANCHORS

A. Jamb Anchors:
1. Stud-Wall Type (for Interior Door Frames): Designed to engage stud, welded to back of frames; not less than 0.042 inch thick.

B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042 inch, and as follows:

1. Monolithic Concrete Slabs (for Interior Door Frames): Clip-type anchors, with two holes to receive fasteners.

2.5 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.

C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.

D. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.

1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.

E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.

F. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.

G. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.6 FABRICATION

A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

B. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.

1. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
2. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
3. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
4. Jamb Anchors: Provide number and spacing of anchors as follows:

    a. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:

        1) Three anchors per jamb up to 60 inches high.
        2) Four anchors per jamb from 60 to 90 inches high.

5. Head Anchors: Two anchors per head for frames more than 42 inches wide and mounted in metal-stud partitions.
6. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.

    a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
    b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.

C. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.

D. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.

1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.

2.7 STEEL FINISHES

A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.

1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

2.8 ACCESSORIES

A. Grout Guards: Formed from same material as frames, not less than 0.016 inch thick for use on the Exterior Door Frames.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.

B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.

B. Hollow-Metal Frames: Install hollow-metal frames for doors, transoms, sidelites, borrowed lites, and other openings, of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.

1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.

    a. Install door silencers in frames before grouting.
    b. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    c. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
    d. Field apply bituminous coating to backs of the exterior door frames that will be filled with concrete.

2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation inside frames.
4. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:

    a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
    b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
    c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.

d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.

3.4 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.

B. Remove concrete and other materials from hollow-metal work immediately after installation.

C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

END OF SECTION 081113

SECTION 084113

ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Exterior storefront framing.
2. Storefront framing for punched openings.
3. Exterior manual-swing entrance doors and door-frame units.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For aluminum-framed entrances and storefronts. Include plans, elevations, sections, full-size details, and attachments to other work.

1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
2. Include full-size isometric details of each vertical-to-horizontal intersection of aluminum-framed entrances and storefronts, showing the following:

a. Joinery, including concealed welds.
b. Anchorage.
c. Expansion provisions.
d. Glazing.
e. Flashing and drainage.

3. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.

C. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.

D. Fabrication Sample: Of each vertical-to-horizontal intersection of assemblies, made from 12-inch lengths of full-size components and showing details of the following:

1. Joinery, including concealed welds.
2. Anchorage.
3. Expansion provisions.
4. Glazing.
5. Flashing and drainage.

E. Entrance Door Hardware Schedule: Prepared by or under supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams. Coordinate final entrance door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of entrance door hardware.

F. Delegated-Design Submittal: For aluminum-framed entrances and storefronts indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Energy Performance Certificates: For aluminum-framed entrances and storefronts, accessories, and components, from manufacturer.

1. Basis for Certification: NFRC-certified energy performance values for each aluminum-framed entrance and storefront.

C. Product Test Reports: For aluminum-framed entrances and storefronts, for tests performed by manufacturer and witnessed by a qualified testing agency.

D. Sample Warranties: For special warranties.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For aluminum-framed entrances and storefronts to include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

B. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.

1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

1.8 WARRANTY

A. Special Warranty: Manufacturer and Installer agrees to repair or replace components of aluminum-framed entrances and storefronts that do not comply with requirements or that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures including, but not limited to, excessive deflection.
b. Noise or vibration created by wind and thermal and structural movements.
c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
d. Water penetration through fixed glazing and framing areas.
e. Failure of operating components.

2. Warranty Period: Two years from date of Substantial Completion.

B. Special Finish Warranty: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design aluminum-framed entrances and storefronts.

B. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrances and storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.

1. Aluminum-framed entrances and storefronts shall withstand movements of supporting structure including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
2. Failure also includes the following:

a. Thermal stresses transferring to building structure.
b. Glass breakage.
c. Noise or vibration created by wind and thermal and structural movements.
d. Loosening or weakening of fasteners, attachments, and other components.
e. Failure of operating units.

C. Structural Loads:

1. Wind Loads: As indicated on Drawings.

D. Deflection of Framing Members: At design wind pressure, as follows:

1. Deflection Normal to Wall Plane: Limited to edge of glass in a direction perpendicular to glass plane not exceeding 1/175 of the glass edge length for each individual glazing lite or an amount that restricts edge deflection of individual glazing lites to 3/4 inch, whichever is less.

2. Deflection Parallel to Glazing Plane: Limited to 1/360 of clear span or 1/8 inch, whichever is smaller.

E. Structural: Test according to ASTM E 330 as follows:

1. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified limits.
2. When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
3. Test Durations: As required by design wind velocity, but not less than 10 seconds.

F. Air Infiltration: Test according to ASTM E 283 for infiltration as follows:

1. Fixed Framing and Glass Area:

a. Maximum air leakage of 0.06 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft.

2. Entrance Doors:

a. Pair of Doors: Maximum air leakage of 1.0 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft.

G. Water Penetration under Static Pressure: Test according to ASTM E 331 as follows:

1. No evidence of water penetration through fixed glazing and framing areas when tested according to a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft.

H. Energy Performance: Certify and label energy performance according to NFRC as follows:

1. Thermal Transmittance (U-factor): Fixed glazing and framing areas shall have U-factor of not more than 0.69 Btu/sq. ft. x h x deg F as determined according to NFRC 100.
2. Solar Heat Gain Coefficient: Fixed glazing and framing areas shall have a solar heat gain coefficient of no greater than 0.45 as determined according to NFRC 200.
3. Condensation Resistance: Fixed glazing and framing areas shall have an NFRC-certified condensation resistance rating of no less than 45 as determined according to NFRC 500.

I. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes:

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 PRODUCTS

A. Basis-of-Design Products: Subject to compliance with requirements, provide Trifab VG (VersaGlaze) 451T (Storefront System) and the 350 Medium Stile Standard Entrance System by Kawneer North America; an Alcoa company, or a comparable product by one of the following:

1. Arcadia, Inc.
2. CMI Architectural.
3. Commercial Architectural Products, Inc.
4. EFCO Corporation.

5. Leed Himmel Industries, Inc.
6. Oldcastle BuildingEnvelope™.
7. Pittco Architectural Metals, Inc.
8. TRACO.
9. Trulite Glass & Aluminum Solutions, LLC.
10. Tubelite Inc.
11. United States Aluminum.
12. YKK AP America Inc.

B. Source Limitations: Obtain all components of aluminum-framed entrance and storefront system, including framing and accessories, from single manufacturer.

2.3 FRAMING

A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.

1. Construction: Thermally broken.
2. Glazing System: Retained mechanically with gaskets on four sides.
3. Glazing Plane: Front.
4. Finish: Clear anodic finish.
5. Fabrication Method: Field-fabricated stick system.

B. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.

C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

D. Materials:

1. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.

a. Sheet and Plate: ASTM B 209.
b. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
c. Extruded Structural Pipe and Tubes: ASTM B 429/B 429M.
d. Structural Profiles: ASTM B 308/B 308M.

2. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM, and prepare surfaces according to applicable SSPC standard.

a. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
b. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
c. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.

2.4 ENTRANCE DOOR SYSTEMS

A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.

1. Door Construction: 1-3/4-inch overall thickness, with minimum 0.125-inch-thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
2. Door Design: Medium stile; 3-1/2-inch nominal width.
3. Glazing Stops and Gaskets: Square, snap-on, extruded-aluminum stops and preformed gaskets.

    a. Provide nonremovable glazing stops on outside of door.

2.5 ENTRANCE DOOR HARDWARE

A. Entrance Door Hardware: Hardware not specified in this Section is specified in Section 087111 "Door Hardware (Descriptive Specification)."

B. General: Provide entrance door hardware and entrance door hardware sets indicated in "Entrance Door Hardware Sets" Article for each entrance door to comply with requirements in this Section.

1. Entrance Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and products equivalent in function and comparable in quality to named products.
2. Opening-Force Requirements:

    a. Egress Doors: Not more than 15 lbf to release the latch and not more than 30 lbf to set the door in motion and not more than 15 lbf to open the door to its minimum required width.

C. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of entrance door hardware are indicated in "Entrance Door Hardware Sets" Article. Products are identified by using entrance door hardware designations as follows:

1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in "Entrance Door Hardware Sets" Article.

D. Pivot Hinges: BHMA A156.4, Grade 1.

1. Offset-Pivot Hinges: Provide top, bottom, and intermediate offset pivots at each door leaf.

E. Mortise Auxiliary Locks: BHMA A156.5, Grade 1.

F. Automatic and Self-Latching Flush Bolts: BHMA A156.3, Grade 1.

G. Cylinders: As specified in Section 087111 "Door Hardware (Descriptive Specification)."

H. Strikes: Provide strike with black-plastic dust box for each latch or lock bolt; fabricated for aluminum framing.

I. Operating Trim: BHMA A156.6.

J. Door Stops: BHMA A156.16, Grade 1, floor or wall mounted, as appropriate for door location indicated, with integral rubber bumper.

K. Weather Stripping: Manufacturer's standard replaceable components.

1. Compression Type: Made of ASTM D 2000, molded neoprene, or ASTM D 2287, molded PVC.
2. Sliding Type: AAMA 701/702, made of wool, polypropylene, or nylon woven pile with nylon-fabric or aluminum-strip backing.

L. Weather Sweeps: Manufacturer's standard exterior-door bottom sweep with concealed fasteners on mounting strip.

M. Thresholds: BHMA A156.21, raised thresholds beveled with a slope of not more than 1:2, with maximum height of 1/2 inch.

2.6 GLAZING

A. Glazing: Comply with Section 088000 "Glazing."

B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.

2.7 ACCESSORIES

A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.

1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
2. Reinforce members as required to receive fastener threads.
3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system.

B. Anchors: Three-way adjustable anchors with minimum adjustment of 1 inch that accommodate fabrication and installation tolerances in material and finish compatible with adjoining materials and recommended by manufacturer.

1. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts complying with ASTM A 123/A 123M or ASTM A 153/A 153M requirements.

C. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.

D. Bituminous Paint: Cold-applied asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos, formulated for 30-mil thickness per coat.

2.8 FABRICATION

A. Form or extrude aluminum shapes before finishing.

B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

C. Fabricate components that, when assembled, have the following characteristics:

1. Profiles that are sharp, straight, and free of defects or deformations.
2. Accurately fitted joints with ends coped or mitered.
3. Physical and thermal isolation of glazing from framing members.
4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
5. Provisions for field replacement of glazing from exterior.

6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.

D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.

E. Storefront Framing: Fabricate components for assembly using screw-spline system.

F. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.

1. At exterior doors, provide compression weather stripping at fixed stops.

G. Entrance Doors: Reinforce doors as required for installing entrance door hardware.

1. At pairs of exterior doors, provide sliding-type weather stripping retained in adjustable strip and mortised into door edge.
2. At exterior doors, provide weather sweeps applied to door bottoms.

H. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.

I. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.9 ALUMINUM FINISHES

A. Clear Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General:

1. Comply with manufacturer's written instructions.
2. Do not install damaged components.
3. Fit joints to produce hairline joints free of burrs and distortion.
4. Rigidly secure nonmovement joints.
5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
6. Seal perimeter and other joints watertight unless otherwise indicated.

B. Metal Protection:

1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

C. Set continuous sill members and flashing in full sealant bed as specified in Section 079200 "Joint Sealants" to produce weathertight installation.

D. Install components plumb and true in alignment with established lines and grades.

E. Install glazing as specified in Section 088000 "Glazing."

F. Install weatherseal sealant according to Section 079200 "Joint Sealants" and according to sealant manufacturer's written instructions to produce weatherproof joints. Install joint filler behind sealant as recommended by sealant manufacturer.

G. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.

1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

3.3 ERECTION TOLERANCES

A. Erection Tolerances: Install aluminum-framed entrances and storefronts to comply with the following maximum tolerances:

1. Plumb: 1/8 inch in 10 feet; 1/4 inch in 40 feet.
2. Level: 1/8 inch in 20 feet; 1/4 inch in 40 feet.
3. Alignment:

    a. Where surfaces abut in line or are separated by reveal or protruding element up to 1/2 inch wide, limit offset from true alignment to 1/16 inch.
    b. Where surfaces are separated by reveal or protruding element from 1/2 to 1 inch wide, limit offset from true alignment to 1/8 inch.
    c. Where surfaces are separated by reveal or protruding element of 1 inch wide or more, limit offset from true alignment to 1/4 inch.

4. Location: Limit variation from plane to 1/8 inch in 12 feet; 1/2 inch over total length.

3.4 ENTRANCE DOOR HARDWARE SETS

HARDWARE GROUP NO. 1

FOR USE ON DOORS:

101

PROVIDE EACH PAIR OF DOORS WITH THE FOLLOWING:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
2	PR	OFFSET PIVOTS (TOP & BOTTOM)	BY DOOR MFR.	14	KAW
1	EA	MAGLOCK	BY OWNER		
2	EA	INTERMEDIATE PIVOT	BY DOOR MFR.	14	KAW
1	EA	DEADLOCK	MS1850S (KEYED/THUMBTURN)	628	ADAMS-RITE
1	EA	AUTO. FLUSH BOLT	CONTROLLER® LOCKING SYSTEM BY DOOR MFR.	14	KAW
2	EA	CONCEALED OVERHEAD DOOR CLOSER	2030 SERIES (WITH OVERHEAD DOOR STOP FUNCTION)	689	LCN
2	EA	OFFSET PULL	CO-12	14	KAW
2	EA	PUSH BAR	CP-II	14	KAW
1	SET	WEATHERSTRIP	BY DOOR/FRAME MFR.	FBO	UNK
1	SET	MEETING STILE	BY DOOR MFR.	FBO	UNK
2	EA	DOOR BOTTOM/SWEEP	BY DOOR MFR.	FBO	UNK
1	EA	THRESHOLD	BY DOOR MFR.	MILL	KAW
	EA	THRESHOLD	BY DOOR MFR.	MILL	KAW

HARDWARE GROUP NO. 2

FOR USE ON DOORS:

101A 101B

PROVIDE EACH PAIR OF DOORS WITH THE FOLLOWING:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
2	PR	OFFSET PIVOTS (TOP & BOTTOM)	BY DOOR MFR.	14	KAW
1	EA	MAGLOCK	BY OWNER		
2	EA	INTERMEDIATE PIVOT	BY DOOR MFR.	14	KAW
1	EA	DEADLOCK	MS1850S (KEYED/THUMBTURN)	628	ADAMS-RITE
1	EA	AUTO. FLUSH BOLT	CONTROLLER® LOCKING SYSTEM BY DOOR MFR.	14	KAW
2	EA	CONCEALED OVERHEAD DOOR CLOSER	2030 SERIES (WITH OVERHEAD DOOR STOP FUNCTION)	689	LCN
2	EA	OFFSET PULL	CO-12	14	KAW
2	EA	PUSH BAR	CP-II	14	KAW

END OF SECTION 084113

SECTION 085653

SECURITY WINDOWS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Vision security windows.

B. Related Requirements:
1. Section 099123 "Interior Painting" for field painting interior security windows.

1.3 COORDINATION

A. Coordinate installation of anchorages for security windows. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in adjacent construction. Deliver such items to Project site in time for installation.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, weights and finishes for window units.

B. Shop Drawings: For security windows.

1. Include plans, elevations, sections, and attachment details.
2. Full-size section details of framing members, including internal armoring, reinforcement, and stiffeners.
3. Glazing details.
4. Details of transaction drawer, transaction counter.

C. Samples for Initial Selection: For frame members with factory-applied color finishes.

D. Samples for Verification: For each type of exposed finish required, prepared on Samples of sizes indicated below:

1. Framing: 12-inch- (305-mm-) long sections of frame members.
2. Transaction Drawer: 6 inches (150 mm) square.

1.5 INFORMATIONAL SUBMITTALS

A. Configuration Disclosure Drawing: For each type of forced-entry-resistant security window, complying with ASTM F 1233.

B. Examination reports documenting inspections of substrates, areas, and conditions.

C. Anchor inspection reports documenting inspections of built-in and cast-in anchors.

D. Field quality-control reports documenting inspections of installed products.

1. Field quality-control certification signed by Contractor.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer for installation and maintenance of units required for this Project.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Pack security windows in wood crates for shipment. Crate glazing separate from frames unless factory glazed.

B. Label security window packaging with drawing designation.

C. Store crated security windows on raised blocks to prevent moisture damage.

1.8 FIELD CONDITIONS

A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.9 SEQUENCING

A. Field Painting: Except where security windows have been preglazed before installation, complete field painting of security windows before glazing installation.

1.10 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace security windows that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures including deflections exceeding 1/4 inch (6 mm).
b. Failure of welds.
c. Faulty operation of transaction drawers.
d. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.

2. Warranty Period: Three years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

2.2 VISION SECURITY WINDOWS

A. Provide vision security windows with framing on four sides and no operable sash or ventilator.

B. Framing: Fabricate perimeter framing, mullions, and glazing stops from steel as follows:

1. Profile: Manufacturer's standard, with minimum face dimension indicated.

a. Minimum Face Dimension: 2 inches (50 mm).

2. Depth: Manufacturer's standard.

C. Glazing and Glazing Materials: Comply with requirements in Section 088853 "Security Glazing."

D. Materials:

1. Mild Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
2. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, CS (Commercial Steel), Type B; suitable for exposed applications.

E. Voice-Communication-Type Sill: Formed from stainless steel and designed to allow passage of speech at normal speaking volume without distortion.
1. Integral Transaction-Drawer Sill: Formed from stainless steel; with transaction drawer integrated into framing and contained in a stainless-steel housing that forms a transaction counter on both sides of opening. Drawer front shall be flush with housing when drawer is closed.

F. Glazing and Glazing Materials: Comply with requirements in Section 088853 "Security Glazing."

G. Glazing Meeting Edges: Polished glazing.

H. Materials:

1. Mild Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

2. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, CS (Commercial Steel), Type B; suitable for exposed applications.
3. Stainless-Steel Sheet, Strip, Plate, and Flat Bars: ASTM A 666 or ASTM A 240/A 240M, austenitic stainless steel, Type 304.

2.3 FABRICATION

A. General: Fabricate security windows to provide a complete system for assembly of components and anchorage of window units.

1. Provide units that are reglazable from the secure side without dismantling the attack side of framing.
2. Prepare security windows for field glazing unless preglazing at the factory is indicated.

B. Framing: Miter or cope corners the full depth of framing; weld and dress smooth.

1. Fabricate framing with manufacturer's standard, internal opaque armoring in thicknesses required for security windows to comply with ballistics-resistance performance indicated.

C. Glazing Stops: Finish glazing stops to match security window framing.

1. Attack-Side (Exterior) Glazing Stops: Welded or integral to framing.
2. Secure-Side (Interior) Glazing Stops: Removable, coordinated with glazing indicated.

D. Welding: Weld components to comply with referenced AWS standard. To greatest extent possible, weld before finishing and in concealed locations to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

E. Metal Protection: Separate dissimilar metals to protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.

F. Factory-cut openings in glazing for speaking apertures.

G. Preglazed Fabrication: Preglaze window units at factory, where required for applications indicated. Installation orientation of glazing to meet performance requirements. Comply with requirements in Section 088853 "Security Glazing."

H. Weather Stripping: Factory applied.

2.4 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM/NOMMA 500 for recommendations for applying and designating finishes.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.5 STEEL FINISHES

A. Galvanizing: After fabrication, galvanize window components by chemical cleaning complying with SSPC-SP 1, "Solvent Cleaning," and pickling treatment complying with SSPC-SP 8, "Pickling," followed by hot-dip galvanizing complying with ASTM A 123/A 123M.

B. Factory Prime Finish: After surface preparation and pretreatment, apply manufacturer's standard, fast-curing, lead- and chromate-free, universal primer.

C. Baked-Enamel or Power-Coat Finish: After cleaning and pretreating, apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat to a minimum dry film thickness of 2 mils (0.05 mm).

2.6 STAINLESS-STEEL FINISHES

A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.

B. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.

1. Run grain of directional finishes with long dimension of each piece.
2. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
3. Directional Satin Finish: No. 4.

2.7 ACCESSORIES

A. Transaction Drawers: Formed from stainless steel; with ball-bearing, telescoping sliding mechanism; with cover on secure side of top of drawer that automatically closes when drawer is extended to attack side.

1. Inside Dimensions: 15-3/8 inches wide by 8-1/2 inches deep by 4-3/8 inches high (390 mm wide by 216 mm deep by 111 mm high)
2. Operation: Manual.

B. Speaking Apertures: Fabricate from stainless steel, designed to allow passage of speech at normal speaking volume without distortion.

1. Shape: Circular.
2. Listed and labeled as bullet resisting according to UL 752.

C. Concealed Bolts: ASTM A 307, Grade A unless otherwise indicated.

D. Embedded Plate Anchors: Fabricated from mild steel shapes and plates, minimum 3/16 inch (4.8 mm) thick; with minimum 1/2-inch- (12.7-mm-) diameter, headed studs welded to back of plate.

E. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

F. Glazing Strips and Weather Stripping: Manufacturer's standard replaceable components.

1. Compression Type: Molded EPDM or neoprene gaskets complying with ASTM D 2000, Designations 2BC415 to 3BC620; molded PVC gaskets complying with ASTM D 2287; or molded, expanded EPDM or neoprene gaskets complying with ASTM C 509, Grade 4.
2. Sliding Type: AAMA 701/702, made of wool, polypropylene, or nylon woven pile with nylon-fabric backing.

G. Miscellaneous Glazing Materials: Provide material, size, and shape complying with requirements of glass manufacturers and with a proven record of compatibility with surfaces contacted in installation.

1. Cleaners, Primers, and Sealers: Type recommended by sealant or gasket manufacturer.
2. Setting Blocks: Elastomeric material with a Shore A durometer hardness of 85, plus or minus 5.
3. Spacers: Elastomeric blocks or continuous extrusions with a Shore A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
4. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

H. Anchors, Clips, and Window Accessories: Stainless steel; hot-dip, zinc-coated steel or iron, complying with ASTM B 633; provide sufficient strength to withstand design pressures indicated.

I. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

J. Sealants: For sealants required within fabricated security windows, provide type recommended by manufacturer for joint size and movement. Sealant shall remain permanently elastic, nonshrinking, and nonmigrating.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of security windows.

B. Examine roughing-in for embedded and built-in anchors to verify actual locations of security window connections before security window installation.

C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of security windows.

D. Inspect built-in and cast-in anchor installations, before installing security windows, to verify that anchor installations comply with requirements. Prepare inspection reports.

1. Remove and replace anchors where inspections indicate that they do not comply with specified requirements. Reinspect after repairs or replacements are made.
2. Perform additional inspections to determine compliance of replaced or additional work. Prepare anchor inspection reports.

E. For factory-installed glazing materials whose orientation (secure or attack side) is critical for performance, verify installation orientation.

F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Coordination: Furnish layouts for cast-in-place anchors, clips, and other security window anchors whose installation is specified in other Sections.

1. Furnish cast-in-place anchors and similar devices to other trades for installation well in advance of time needed for coordinating other work.

3.3 INSTALLATION

A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing security windows to in-place construction. Include threaded fasteners for inserts, security fasteners, and other connectors.

1. Install an attached or integral flange to secure side of security windows extending over rough-in opening gap so that gap has same forced-entry-resistance performance as security window.

B. Voice-Communication-Type Framing: Attach removable glass spacers to jambs and head of glazing, located not more than 6 inches (152 mm) from each corner and spaced not more than 12 inches (305 mm) o.c.

C. Removable Glazing Stops and Trim: Fasten components with security fasteners.

D. Fasteners: Install security windows using fasteners recommended by manufacturer with head style appropriate for installation requirements, strength, and finish of adjacent materials. Provide stainless-steel fasteners in stainless-steel materials.

E. Sealants: Comply with requirements in Section 079200 "Joint Sealants" for installing sealants, fillers, and gaskets.

1. Set continuous sill members and flashing in a full sealant bed to provide weathertight construction unless otherwise indicated.

2. Seal frame perimeter with sealant to provide weathertight construction unless otherwise indicated.

F. Metal Protection: Where dissimilar metals will contact each other, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended in writing by manufacturer for this purpose. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

3.4 FIELD QUALITY CONTROL

A. Inspect installed products to verify compliance with requirements. Prepare inspection reports and indicate compliance with and deviations from the Contract Documents.

B. Perform additional inspections to determine compliance of replaced or additional work. Prepare inspection reports.

C. Prepare field quality-control certification that states installed products and their installation comply with requirements in the Contract Documents.

3.5 ADJUSTING

A. Adjust horizontal-sliding, transaction security windows to provide a tight fit at contact points for smooth operation and a secure enclosure.

B. Adjust transaction drawers to provide a tight fit at contact points for smooth operation and secure enclosure.

C. Remove and replace defective work, including security windows that are warped, bowed, or otherwise unacceptable.

3.6 CLEANING AND PROTECTION

A. Clean surfaces promptly after installation of security windows. Take care to avoid damaging the finish. Remove excess glazing and sealant compounds, dirt, and other substances.

1. Lubricate sliding security window hardware.
2. Lubricate transaction drawer hardware.

B. Clean glass of preglazed security windows promptly after installation.

C. Provide temporary protection to ensure that security windows are without damage at time of Substantial Completion.

3.7 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain security windows with transaction drawers.

END OF SECTION 085653

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SECTION 088000

GLAZING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:

1. Glass for doors and storefront framing and entrances.

1.3 DEFINITIONS

A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.

B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.

C. IBC: International Building Code.

D. Interspace: Space between lites of an insulating-glass unit.

1.4 COORDINATION

A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances with reasonable tolerances.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.

1. Tinted glass.
2. Insulating glass.

C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Product Certificates: For glass.

C. Sample Warranties: For special warranties.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs glass installers for this Project who are certified under the National Glass Association's Certified Glass Installer Program.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Protect glazing materials according to manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

1.9 FIELD CONDITIONS

A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.

1.10 WARRANTY

1. Warranty Period: 10 years from date of Substantial Completion.

B. Manufacturer's Special Warranty for Insulating Glass: Manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.

1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated in the Glass Schedule or comparable product by one of the following:

1. AGC Glass Company North America, Inc.
2. Cardinal Glass Industries.
3. Gardner Glass, Inc.
4. Guardian Industries Corp.; SunGuard.
5. Oldcastle BuildingEnvelope™.
6. Pilkington North America.

7. Trulite Glass & Aluminum Solutions, LLC.
8. Vetrotech Saint-Gobain.
9. Viracon, Inc.

B. Source Limitations for Glass: Obtain from single source from single manufacturer for each glass type.

1. Obtain tinted glass from single source from single manufacturer.

C. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer for each product and installation method.

2.2 PERFORMANCE REQUIREMENTS

A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; failure of gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

B. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design glazing.

C. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined according to the IBC and ASTM E 1300.

1. Design Wind Pressures: Determine design wind pressures applicable to Project according to ASCE/SEI 7, based on heights above grade indicated on Drawings.

a. Wind Design Data: As indicated on Drawings.

2. Maximum Lateral Deflection: For glass supported on all four edges, limit center-of-glass deflection at design wind pressure to not more than 1/50 times the short-side length or 1 inch, whichever is less.
3. Differential Shading: Design glass to resist thermal stresses induced by differential shading within individual glass lites.

D. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.

E. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:

1. For monolithic-glass lites, properties are based on units with lites 6 mm thick.
2. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
3. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program, expressed as Btu/sq. ft. x h x deg F.
4. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on LBL's WINDOW 5.2 computer program.
5. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

2.3 GLASS PRODUCTS, GENERAL

A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.

1. GANA Publications: "Glazing Manual."
2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."

B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction or manufacturer. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

C. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IgCC.

D. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than the thickness indicated.

1. Minimum Glass Thickness for Exterior Lites: 6 mm.
2. Thickness of Tinted Glass: Provide same thickness for each tint color indicated throughout Project.

E. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.

2.4 GLASS PRODUCTS

A. Clear Annealed Float Glass: ASTM C 1036, Type I, Class 1 (clear), Quality-Q3.

B. Tinted Annealed Float Glass: ASTM C 1036, Type I, Class 2 (tinted), Quality-Q3.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Performance Tinted Glass: "Solargray" by PPG Industries, Inc.

C. Fully Tempered Float Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.

1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.

D. Heat-Strengthened Float Glass: ASTM C 1048, Kind HS (heat strengthened), Type I, Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.

1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.

2.5 INSULATING GLASS

A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190.

1. Sealing System: Dual seal, with manufacturer's standard primary and secondary sealants.
2. Spacer: Manufacturer's standard spacer material and construction.
3. Desiccant: Molecular sieve or silica gel, or a blend of both.

2.6 MISCELLANEOUS GLAZING MATERIALS

A. General: Provide products of material, size, and shape complying with referenced glazing standard, with requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.

B. Cleaners, Primers, and Sealers: Types recommended by gasket manufacturer.

C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.

D. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.

E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

2.7 FABRICATION OF GLAZING UNITS

A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.

1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.

a. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:

1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
2. Presence and functioning of weep systems.
3. Minimum required face and edge clearances.
4. Effective sealing between joints of glass-framing members.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.

B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work.

3.3 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.

C. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.

D. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

E. Provide spacers for glass lites where length plus width is larger than 50 inches.

1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.

F. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

G. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.

3.4 GASKET GLAZING (DRY)

A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.

B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.

C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

E. Install gaskets so they protrude past face of glazing stops.

3.5 CLEANING AND PROTECTION

A. Immediately after installation remove nonpermanent labels and clean surfaces.

B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.

1. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.

C. Remove and replace glass that is damaged during construction period.

D. Wash glass on both exposed surfaces not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

3.6 INSULATING GLASS SCHEDULE

A. Glass Type GL-1: Tinted insulating glass.

1. Basis-of-Design Product: PPG Solargray.
2. Overall Unit Thickness: 1 inch.
3. Minimum Thickness of Each Glass Lite: 6 mm.
4. Outdoor Lite: Tinted heat-strengthened and fully tempered (where indicated) float glass.
    a. Tint Color: Gray.
5. Interspace Content: Air.
6. Indoor Lite: Clear heat-strengthened and fully tempered (where indicated) float glass.
7. Winter Nighttime U-Factor: .47 maximum.
8. Summer Daytime U-Factor: .50 maximum.
9. Visible Light Transmittance: 40% percent minimum.
10. Solar Heat Gain Coefficient: .46 maximum.
11. Safety glazing required.

3.7 SINGLE PANE GLASS SCHEDULE

A. Glass Type GL-2: Clear glass.

1. Basis-of-Design Product: PPG Clear.
2. Overall Unit Thickness: 1/4 inch.

3. Minimum Thickness of Each Glass Lite: 6 mm.
4. Heat-strengthened and fully tempered (where indicated) float glass.
5. Safety glazing required.

END OF SECTION 088000

SECTION 099113

EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on the following exterior substrates:

1. Steel and iron.
2. Galvanized metal.
3. Concrete Masonry Units

1.3 DEFINITIONS

A. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.

B. Samples for Verification: For each type of paint system and each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches square.
2. Apply coats on Samples in steps to show each coat required for system.
3. Label each coat of each Sample.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. Behr Process Corporation.
2. Benjamin Moore & Co.
3. Coronado Paint; Benjamin Moore Company.
4. Dulux (formerly ICI Paints); a brand of AkzoNobel.
5. Glidden Professional.
6. Kelly-Moore Paint Company Inc.
7. PPG Architectural Finishes, Inc.
8. Sherwin-Williams Company (The).
9. Zinsser; Rust-Oleum Corporation.

B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in the Exterior Painting Schedule for the paint category indicated.

2.2 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."

B. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

C. Colors: As selected by Design Professional from manufacturer's full range.

1. Ten percent of surface area will be painted with deep tones.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

C. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

E. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed to view:

a. Equipment, including panelboards.
b. Uninsulated metal piping.
c. Pipe hangers and supports.
d. Metal conduit.
e. Plastic conduit.

3.4 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Design Professional, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 EXTERIOR PAINTING SCHEDULE

A. Steel and Iron Substrates:

1. Water-Based Light Industrial Coating System MPI EXT 5.1C:

a. Prime Coat: Primer, alkyd, anti-corrosive for metal, MPI #79.

1) Sherwin-Williams Company; Protective & Marine; Steel Spec™ Universal Metal Primer - #B50WV8430.

b. Topcoat: Light industrial coating, exterior, water based, semi-gloss (MPI Gloss Level 5), MPI #163.

1) Sherwin-Williams Company; All Surface Enamel HP Semi-Gloss - #A41WQ8051.

B. Galvanized-Metal Substrates:

1. Water-Based Light Industrial Coating System MPI EXT 5.3J:

a. Prime Coat: Primer, galvanized, water based, MPI #134.

1) Sherwin-Williams Company; Pro Industrial; Pro-Cryl Universal Primer - #B66W310.

b. Topcoat: Light industrial coating, exterior, water based, semi-gloss (MPI Gloss Level 5), MPI #163.

1) Sherwin-Williams Company; All Surface Enamel HP Semi-Gloss - #A41WQ8051.

C. CMU Substrates:

1. Latex System MPI EXT 4.2A:

a. Prime Coat: Block filler, latex, interior/exterior, MPI #4.

b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior, flat (MPI Gloss Level 1), MPI #10.

END OF SECTION 099113

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SECTION 099123

INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on the following interior substrates:

1. Concrete.
2. Hollow Metal.
3. Gypsum Board

1.3 DEFINITIONS

A. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.

B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches square.
2. Apply coats on Samples in steps to show each coat required for system.
3. Label each coat of each Sample.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. Behr Process Corporation.
2. Benjamin Moore & Co.
3. Coronado Paint; Benjamin Moore Company.
4. Dulux (formerly ICI Paints); a brand of AkzoNobel.
5. Glidden Professional.
6. Kelly-Moore Paint Company Inc.
7. PPG Architectural Finishes, Inc.
8. Pratt & Lambert.
9. Sherwin-Williams Company (The).
10. Zinsser; Rust-Oleum Corporation.

B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in the Interior Painting Schedule for the paint category indicated.

2.2 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."

B. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

C. Colors: As selected by Design Professional from manufacturer's full range.

1. Ten percent of surface area will be painted with deep tones.
2. Bidders should include up to ten (10) different interior top coat paint products and/or colors as part of their base bid. Primers and similar coating products used prior to the application of the top coat products should not be included as part of the total number identified above.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.

4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed in occupied spaces:

a. Equipment, including panelboards.
b. Uninsulated metal piping.
c. Pipe hangers and supports.
d. Metal conduit.
e. Plastic conduit.
f. Other items as directed by Architect.

2. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Design Professional, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 INTERIOR PAINTING SCHEDULE

A. Concrete Masonry: Provide the following paint systems over interior concrete masonry: Indicated to receive a painted finish.
1. Epoxy Finish: Two finish coats to produce a flat finish.

a. Finish Coats: Interior Epoxy.

B. Gypsum Board: Provide the following finish systems over interior gypsum board surfaces:
   1. Low-Luster Acrylic-Enamel Finish: Two finish coats over a primer, to produce eggshell finish.

      a. Primer: Interior gypsum board primer.

      b. Finish Coats: Interior low-luster acrylic enamel.

C. Ferrous Metal: Provide the following finish systems over ferrous metal:
   1. Semi-gloss Acrylic-Enamel Finish: Two finish coats over a primer.

      a. Primer: Interior ferrous-metal primer.

      b. Finish Coats: Interior Semi-gloss acrylic enamel.

Spray-Applied Finish Coats: Required at hollow metal doors and frames and other ferrous and zinc-coated metals

END OF SECTION 099123

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SECTION 260000

BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section. All conditions imposed by these documents shall be applicable to all portions of the work under this Division. Certain specific paragraphs of said references may be referred to hereinafter in this Division. These references are intended to point out specific items to the Contractor, but in no way relieve him of the responsibility of reading and complying with all relevant parts of the entire Specification.

B. The Contractor shall examine and coordinate with all Contract Drawings and Specifications, and all Addenda issued. Failure to comply shall not relieve him of responsibility. The omission of details of other portions of the work from this Division shall not be used as a basis for a request for additional compensation.

C. The specific features and details for other portions of the work related to the construction in progress or to the existing building(s) shall be determined by examination at the site.

1.2 SUMMARY

A. The requirements contained in this Section apply to all work performed under Division 26 of these Specifications.

B. The work covered by this Division of the Specifications comprises the furnishing of labor, material, equipment, transportation, tools and services, and performing operations required for, and reasonably incidental to, the installation of the work in accordance with the applicable Contract Documents, and subject to the terms and conditions of the Contract.

C. Refer to other Divisions of the Specifications for related work.

1.3 DEFINITION OF "CONTRACTOR"

A. Where the word "Contractor" is used under any Section of this Division of the Specifications, it shall mean the Contractor engaged to execute the work included under that Section.

1.4 SUBMITTALS

A. Process shop drawings and submittal data to insure that the proposed materials, equipment and devices conform to the requirements of the Contract Documents, and that there are no omissions

or duplications. Provide layouts, fabrication information and data for systems, materials, equipment and devices proposed for the project.

B. Shop drawings shall be drawn on a scale not less than 1/4 inch equals 1 foot showing actual dimensions. Shop drawings shall include, but not be limited to:
   1. Circuit breakers and fuses.
   2. Materials: Conduit, conductors, connectors, supports, etc.
   3. Lighting fixtures, lamps and control systems/devices.
   4. Wiring devices.
   5. Electronic security system.

C. Product Data: For electricity-metering equipment.

D. Shop Drawings: Dimensioned plans and sections or elevation layouts of electricity-metering equipment.

E. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.5 QUALITY ASSURANCE

A. Materials, equipment and devices shall be new and of the quality specified, and shall be free from defects at the time of installation. Materials, equipment and devices damaged in shipment or otherwise damaged or found defective prior to acceptance by the Owner shall not be repaired at the job site, but shall be replaced with new materials, equipment or devices identical with those damaged, unless specifically approved otherwise by the Owner's Representative.

B. Wherever a UL standard has been established for a particular type of material, equipment or device, each item of such material, equipment or device provided on this project shall meet the requirements of the UL standard in every way, and shall be UL listed and labeled.

1.6 COORDINATION

A. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow.

   1. Set inserts and sleeves in poured-in-place concrete, masonry work, and other structural components as they are constructed.

B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning before closing in the building.

C. Coordinate electrical service connections to components furnished by utility companies.

   1. Coordinate installation and connection of exterior underground and overhead utilities and services, including provision for electricity-metering components.

2. Comply with requirements of authorities having jurisdiction and of utility company providing electrical power and other services.

D. Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces. Access doors and panels are specified in Division 8 Section "Access Doors."

E. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.

F. Where electrical identification markings and devices will be concealed by acoustical ceilings and similar finishes, coordinate installation of these items before ceiling installation.

1.7 RESPONSIBILITY OF THE CONTRACTOR

A. The Contractor shall be responsible for all work of every description in connection with this Division of the Specifications. The Contractor shall specifically and distinctly assume, and does so assume, all risk for damage or injury from whatever cause to property or person used or employed on or in connection with this work and of all damages or injury to any person or property wherever located, resulting from an action or operation under the Contract in connection with the work, and undertake the responsibility to defend the Owner against all claims on account of any such damage or injury.

B. The Contractor will be held responsible for the satisfactory execution and completion of the work in accordance with the true intent of the Contract Documents. The Contractor shall provide without extra charge all incidental items required as part of the work, even though it may not be specifically indicated. If the Contractor has reason for objecting to the use of any material, equipment, device or method of construction as indicated, he shall make report of such objections to the Owner's Representative, obtain proper approval and adjustment to the Contract, and shall proceed with the work.

1.8 TERMINOLOGY

A. Whenever the words "furnish," "provide," "furnish and install," "provide and install," and similar phrases occur, it is the intent that the materials, equipment and devices described be furnished, installed and connected under this Division, complete for operation, unless specifically noted to the contrary.

B. It is also the intent, unless specifically noted to the contrary, that all materials, equipment and devices described and specified under this Division of the Specifications be similarly furnished, installed and connected under this Division, whether or not a phrase as described in the preceding paragraph has been actually included.

1.9 ORDINANCES, PERMITS AND CODES

A. It shall be the Contractor's duty to perform the work and provide the materials covered by these Specifications in conformance with all ordinances and regulations of all authorities having jurisdiction.

B. All work herein shall conform to all applicable laws, ordinances and regulations of the local utility companies.

C. The Contractor shall obtain and pay for all permit and connection fees as required for the complete installation of the specified systems, equipment, devices and materials.

D. The Contractor shall obtain permits, plan checks, inspections and approvals applicable to the work as required by the regulatory authorities. Fees and costs of any nature whatsoever incidental to these permits, inspections and approvals shall be assumed and paid by the Contractor. The pro-rata costs, if any, for utilities serving this property will be paid for by the Owner and shall not be included as part of this Contract.

E. The work shall be in accordance with, but shall not be limited to, the requirements of:

1. National Fire Protection Association.
2. National Electrical Code.
3. National Safety Code.
4. State of International Building Codes.
5. City of Edinburg Building Codes.

F. Codes and standards referred to are minimum standards. Where the requirements of the Drawings or Specifications exceed those of the codes and regulations, the Drawings and Specifications govern.

1.10 MATERIALS, EQUIPMENT AND DEVICE DESCRIPTION

A. Materials, equipment and devices shall be of the best quality customarily applied in quality commercial practice, and shall be the products of reputable manufacturers. Each major component shall bear a nameplate giving the name and address of the manufacturer, and the catalog number or designation of the component.

B. Materials, equipment and devices furnished under this Division of the Specifications shall be essentially the standard product of the specified manufacturer, or where allowed, an alternate manufacturer. Where two or more units of the same kind or class of a specific item are required, these shall be the products of a single manufacturer; however, the component parts of the item need not be the products of one manufacturer.

C. In describing the various materials, equipment and devices, in general each item will be described singularly, even though there may be a multiplicity of identical items. Also, where the description is only general in nature, exact sizes, duties, space arrangements, horsepower requirements and other data shall be determined by reference to the Contract Documents.

D. Space allocations for materials, equipment and devices have been made on the basis of present and know future requirements and the dimensions of items of equipment or devices of a particular manufacturer whether indicated or not. The Contractor shall verify that all materials, equipment and devices proposed for use on this project are within the constraints of the allocated space.

1.11 REFERENCE STANDARDS

A. Materials, equipment, devices, and workmanship shall comply with applicable local, county, state and national codes, laws and ordinances, utility company regulations and industry standards.

B. In case of differences between building codes, state laws, local ordinances, industry standards, utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Owner's Representative in writing of any such difference. Should the Contractor perform any work that does not comply with local codes, law and ordinances, industry standards or other governing regulations, the work shall be corrected of noncompliance deficiencies with the Contractor bearing all costs.

C. In addition to the aforementioned ordinances, industry standards published by the following organizations shall apply.

1. AABM - American Association of Battery Manufacturers.
2. AIA - American Institute of Engineers.
3. ANSI - American National Standards Institute.
4. ASTM - American Society for Testing and Materials.
5. CBM - Certified Ballast Manufacturers Association.
6. ETL - Electrical Testing Laboratories.
7. FM - Factory Mutual.
8. ICEA - Insulated Cable Engineers Associated.
9. IEEE - Institute of Electrical and Electronic Engineers.
10. IES - Illuminating Engineering Society.
11. IRI - Industrial Risk Insurance.
12. NBS - National Bureau of Standards.
13. NEC - National Electrical Code.
14. NECA - National Electrical Contractors Association.
15. NEMA - National Electrical Manufacturers Association.
16. NESC - National Electrical Safety Code.
17. NETA - National Electrical Testing Association.
18. NFPA - National Fire Protection Association.
19. UL - Underwriters Laboratories.

D. Where the Contract Documents exceed the above requirements, the Contract Documents shall govern. In no case shall work be installed contrary to or below the minimum legal standards.

1.12 DRAWINGS AND SPECIFICATIONS

A. The interrelation of the Drawings (including the schedules) and the Specifications are as follows:

1. The Drawings establish quantities, locations, dimensions and details of materials, equipment and devices. The schedules on the Drawings indicate the capacities, characteristics and components.
2. The Specifications provide written requirements for the quality, standard and nature of the materials, equipment, devices and construction systems.

B. The Drawings and Specifications shall be considered as being compatible; therefore, the work called for by one and not by the other shall be furnished and installed as though called for by both. Resolution of conflicts between Drawings and Specifications shall be as follows:

1. If the Drawings and Specifications disagree in themselves, or with each other, the Contractor's pricing shall be based on furnishing and installing the most expensive combination of quality and quantity of work indicated. In the event of this type of disagreement, the resolution shall be determined by the Engineer/Engineer.
2. The Contractor shall be responsible for bringing any conflicts in the Drawings and the Specifications to the attention of the Engineer/Engineer prior to any work being performed.
3. In general, if there is conflict between the Drawings and Specifications, the Drawings shall govern the Specifications.
4. Where the Specifications do not fully agree with schedules on the Drawings, the schedules shall govern. Actual numerical dimensions indicated on the Drawings govern scale measurements and large-scale details govern small-scale drawings.
5. Materials, equipment and devices called for on the Drawings and not indicated herein, shall be completely provided and installed as though it were fully described herein.
6. Materials, equipment and devices called for herein shall be completely provided and installed, whether or not it is fully detailed, scheduled or indicated on the Drawings.

C. The Contractor shall examine the Drawings and Specifications of the other portions of the work for fixtures and finishes in connection with this work. The Contractor shall carefully examine the Drawings to determine the general construction conditions, and shall familiarize himself with all limitations caused by such conditions.

D. When discrepancies exist between scale and dimension, or between the Drawings of the various portions of the work, they shall be called to the attention of the Engineer/Engineer for further instruction, whose instructions shall be final and binding and work promptly resumed without any additional cost to the Owner.

E. Review the construction details of the building(s) as illustrated on the Drawings of the various portions of the work and be guided thereby. Route conduits and set all boxes as required by the pace of the general construction.

F. The Drawings diagrammatically show the sizes and locations of the various equipment and devices, and the sizes of the major interconnecting wires, without showing exact details as to elevations, offsets, control wiring and other installation requirements. Carefully layout the work at the site to conform to the Engineerural and structural conditions, to avoid obstructions and to permit proper grading of pipe associated with other portions of the work. Determine the exact location of equipment and devices and connections thereto by reference to the submittals and rough-in drawings, and by measurements at the site. Make minor relocations necessitated by the conditions at the site, or directed by the Engineer/Engineer, without additional cost to the Owner.

G. The Drawings and Specifications are intended to describe and illustrate systems which will not interfere with the structure of the building(s), fit into the available spaces, and insure complete and satisfactory operating installations. Prepare installation drawings for all critical areas illustrating the installation of the work in this Division as related to the work of all other

Divisions and correct all interferences with the other portions of the work or with the building structures before the work proceeds.

H. The Drawings do not indicate the existing electrical installations other than to identify modifications or extensions thereto. Visit the site and ascertain the conditions to be met and the work to be accomplished in removing and modifying the existing work, and in installing the new work. Failure to comply with this shall not constitute grounds for any additional payment in connection with removing or modifying any part of the existing installation or installing any new or temporary work under this Division.

1.13 SUBSTITUTIONS

A. Where a single manufacturer is mentioned by trade name or manufacturer's name, unless specifically noted otherwise, it is the only manufacturer that will be accepted.

B. Where multiple manufacturers are listed, none other than those manufacturers will be accepted.

C. It shall be understood that space allocations have been made on the basis of present and known future requirements and the dimensions of items of equipment or devices of a particular manufacturer whether indicated or not. If any item of equipment or device is offered in substitution which differs substantially in dimension or configuration from that indicate don the Drawings or Specifications, provide as part of the submittal 1/4 equals 1 foot scaled drawing showing that the substitute can be installed in the space available without interfering with other portions of the work or with access for operations and maintenance in the completed project.

D. Where substitute equipment or devices requiring different arrangement or connections from that indicated is accepted by the Engineer/Engineer, install the equipment or devices to operate properly and in harmony with the intent of the Contract Documents, making all incidental changes in piping, ductwork or wiring resulting from the equipment or device selection without any additional cost to the Owner. The Contractor shall pay all additional costs incurred by other portions of the work in connection with the substituted equipment or device.

E. The Engineer/Engineer reserves the right to call for samples of any item of material, equipment or device offered in substitution, together with a sample of the specific item when, in their opinion, the quality of the item and/or the appearance is involved, and it is deemed that an evaluation of the item may be better made by visual inspection.

F. When any request for a substitution of material, equipment or device is submitted and rejected, the item named in the Contract Documents shall be furnished. Repetitive submittal of substitutions for the same item will not be considered.

1.14 INSTALLATION DRAWINGS

A. Prepare installation drawings for coordinating the work of this Division with the work of other Divisions, to illustrate its concealment in finished spaces, to avoid obstructions, and to demonstrate the adaptability of any item of material, equipment or device in the space upon which the Contract Documents are based.

B. Use these drawings in the field for the actual installation of this work. Provide three (3) copies, not for approval, to the Engineer/Engineer for his information, review and record.

1.15 WORKMANSHIP AND INSTALLATION

A. In no case shall the Contractor provide a class of material, equipment, device or workmanship less than that required by the Contract Documents or applicable codes, regulations, ordinances or standards. All modifications which may be required by a local authority having legal jurisdiction over all or any part of the work shall be made by the Contractor without any additional charge. In all cases where such authority requires deviations from the requirements of the Drawings or Specifications, the Contractor shall report it to the Owner's Representative and shall secure his approval before the work is started.

B. The work shall be performed by properly licensed technicians skilled in their respective trades. All materials, equipment and devices shall be installed in accordance with the recommendations of the manufacturer and in the best standard practice to bring about results of a first class condition.

C. The NECA "Standards of Installation" as published by the National Electrical Contractors Association shall be considered a part of these Specifications, except as specifically modified by other provisions contained in these Specifications.

1.16 WARRANTY

A. All materials, equipment, devices and workmanship shall be warranted for a period of one year from the date of acceptance by the Engineer/Engineer for beneficial use by the Owner, except that where specific equipment is noted to have extended warranties. The warranty shall be in accordance with AIA Document A201. The Contractor shall be responsible for the registration of these warranties so that the Owner can make all proper claims should future need develop.

B. The Contractor shall furnish to the Engineer/Engineer for transmittal to the Owner, the name, address and telephone number of those persons responsible for service on systems and equipment covered by the warranty.

1.17 OPERATION PRIOR TO ACCEPTANCE

A. When any equipment is operable, and it is to the advantage of the Contractor to operate the equipment, the Contractor may do so provided that he properly supervises the operation, and retains full responsibility for the equipment operated. Regardless of whether or not the equipment has or has not been operated, the Contractor shall clean the equipment properly, make required adjustments and complete punch list items before final acceptance by the Owner.

1.18 INSTRUCTION OF OWNER'S PERSONNEL

A. Provide the services of competent engineers and/or technicians acceptable to the Engineer/Engineer to instruct other representatives of the Owner in the complete and detailed

operation of each item of equipment or device of all the various electrical systems. These instructions shall be provided for whatever periods may be necessary to accomplish the desired results. Upon completion of these instructions, the Contractor shall obtain a letter of release, acknowledged by the Owner or his authorized representative, stating the dates on which the various kinds of instruction were given, and the personnel to whom the instructions were given.

B. The Contractor shall be fully responsible for proper maintenance of equipment and systems until the instructions have been given to the Owner's personnel and the letter of release acknowledged.

C. In providing the instructions to the Owner's personnel, the written operating and maintenance manuals shall be followed in all instances, and the Owner's personnel shall be familiarized with such manuals. Operating and maintenance manuals used for instructions shall include wiring diagrams, manufacturer's operating and maintenance instructions, parts lists (with sources identified), and other data as appropriate for each system.

1.19 SCHEDULE AND SEQUENCE OF WORK

A. The Contractor shall meet and cooperate with the Owner and Engineer/Engineer to schedule and sequence this work so as to insure meeting scheduled completion dates and avoid delaying other portions of the work. Work requiring special sequencing shall be at no additional cost to the Owner and shall have no impact on the schedule.

1.20 INSPECTIONS AND CERTIFICATIONS

A. Obtain timely inspections of the installation by the regulatory authorities. Remedy any deficiencies to the satisfaction of the inspecting official.

B. Upon final completion of the work, obtain certificates of acceptance from the regulatory authorities. Deliver the certificates to the Engineer/Engineer for transmission to the Owner.

1.21 EQUIPMENT INSTALLATION

A. Install equipment and devices in a manner to permit access to all surfaces or components, requiring such access, without the need to disassemble other unrelated parts of the work.

B. Equipment specified to be factory assembled and tested prior to shipment shall not be dissembled at the job site and reassembled at its final location. Apparatus not so specified may be disassembled and reassembled in the proper location.

C. Furnish all scaffolding, rigging and hoisting required for the installation of all the work.

D. Large equipment assemblies and components which will be installed in the building, and which are too large to permit access through doorways, stairways or shafts, shall be brought to the site and placed in the appropriate spaces before the enclosing structure is complete.

1.22 EQUIPMENT FOUNDATIONS

A. Where indicated on the Drawings, provide foundations for electrical equipment. This shall consist of concrete housekeeping pads constructed in accordance with the details on the Drawings, these Specifications, manufacturer's recommendations and Division 3.

B. All pads shall be 4" high and extend a maximum 2" beyond that actual equipment size. Coordinate the proper size of the pad with the equipment furnished. Furnish all anchor bolts and other accessories required for casting the concrete pad. After the equipment is set on the pad, the equipment shall be fully grouted to the pad and all void spaces shall be filled with a non-shrinking grout.

1.23 SLEEVES

A. Each conduit, regardless of material, which passes through a concrete slab, masonry wall, or roof or portion of the building structure shall be free from the structure and shall pass through a sleeve.

B. All sleeves shall be constructed from electrical-metallic tubing or equivalent weight galvanized steel tubing and shall be flush on both sides of the surface penetrated, unless noted otherwise. All sleeves penetrating the roof areas shall extend a minimum 10 inches above the roof with approved weatherproof counterflashing attached to the conduit above the roof. The sleeves shall be sized to allow free passage of the conduit to be inserted.

C. Sleeves passing through walls or floors on or below grade or in moist areas shall be constructed of galvanized rigid steel and shall be designed with a suitable flange in the center to form a waterproof passage. After the conduit has been installed in the sleeves, the void space around the conduit shall be caulked with jute twine and filled with an asphalt-base compound to insure a waterproof penetration.

1.24 ESCUTCHEONS

A. In each finished space, provided a chromium plated, sectional escutcheon on each conduit, or hanger rod penetrating a wall, floor or ceiling.

B. Size escutcheons and collars to fit snugly around conduit and rods.

C. Where required, provide escutcheons with set screws so that they fit snugly against the finished surface.

1.25 ACCESS PANELS

A. Provide wall and ceiling access panels for unrestricted access to all concealed electrical equipment items and devices installed behind furrings, chases or non-removable suspended ceilings.

B. Access panels shall be UL listed and labeled as required to suit the fire rating of the surface in which installed, with mounting straps, concealed hinges, screwdriver locks, 180 degree open door design, 16 gauge steel construction and door and frame finished in prime coat finish.

Panels shall be 12-inch by 12-inch minimum size, but shall be larger as the access requirement of the concealed electrical equipment item or device increases.

PART 2 - PRODUCTS

2.1 SUPPORTING DEVICES

A. Acceptable Manufacturers:

1. Unistrut Corp.
2. B-Line Systems, Inc.
3. Midland Ross-Kindorf.

B. Materials:

1. Suspension hangers for individual runs shall be zinc plated formed steel type.
2. Malleable iron one hold pipe straps shall be used for vertical runs.
3. Beam clamps shall be used for bar joists and beams.
4. Anti-vibration hangers shall be combination type having a double deflection neoprene element in series with a steel coil spring; double deflection of 0.30"; steel coil spring shall be selected from a 1" static deflection series with a minimum additional travel to solid of 1/2"; spring diameters shall be large enough to permit 15 degree angular misalignment of the rod connecting the hanger to the ceiling support without rubbing the hanger box.
5. Light fixture hangers: Refer to Section 16511.
6. Corrosive Areas: PVC; at factory apply a minimum of 10-mil-thick PVC coating, bonded to metal, inside and outside.

C. Approved hangers and stiff leg supports shall be installed in quantity and size as required to carry the weight of raceway and contents and shall be arranged to prevent vibration transmission to the buildings and allow for raceway movement.

D. Hangers shall be supported by means of uncoated solid steel rods which are threaded to allow vertical adjustments. Lock nuts shall be provided in sufficient number and location to lock all rod adjustments permanently at the adjusted height. Two lock nuts shall be used unless the nut tightens against a threaded socket. Minimum rod diameters shall be as follows:

Nominal Conduit Size	Rod Diameter
1/2" through 2"	1/4"
2-1/2" through 3"	3/8"
4" and 5"	1/2"

E. Hanger spacing shall be as required for proper and adequate support raceway, but in no case shall be less than one hanger per 8'-0" of raceway length, except that conduit less than 1" diameter shall be supported at least every 6'-0".

F. Where numerous conduits are run parallel to one another, they may be supported from a trapeze type hanger arrangement with strut bottom.

G. Anti-vibration type hangers shall be provided for equipment as required to minimize vibration and/or as directed by the Engineer/Engineer.

H. Support of hangers shall be by means of sufficient quantities of individual after set steel expansion shields, or beam clamps attached to structural steel.

I. Stiff-legs shall be furnished and installed in cases where support from overhead structure is not possible.

J. Ceiling mounted lighting fixtures shall be supported from the building structure at two opposite corners. The Contractor shall provide fixture hangers to properly interface with the ceiling system.

K. Furnish and install complete any additional structural support steel, brackets, fasteners, etc., as required to adequately support all raceway and equipment.

L. Support of hangers from concrete slabs shall be by means of sufficient quantity of "U" brackets attached with after set expansion shields and bolts.

M. Support of hangers from concrete tees shall be by means of sufficient quantity of angle iron brackets attached with after set expansion shields and bolts.

2.2 ELECTRICAL IDENTIFICATION

A. Provide electrical identification for the following:

1. Contactors, disconnect switches, circuit breakers and other electrical equipment with nameplate identifying the item of equipment and the equipment serving the same.
2. Raceways, junction boxes and pull boxes.
3. Wiring devices.
4. Wiring.
5. Three-phase motor rotation.

B. Acceptable Manufacturers:

1. Brady.
2. Panduit.
3. Thomas & Betts.
4. Seton.

C. Nameplates shall be black engraved surface on white core for normal power circuits and red engraved surface on white core for emergency power circuits.

D. Provide for each switchgear, switchboard, distribution panelboard, branch circuit panelboard, transformer, motor control center and any other similar equipment furnished under this Division identification as to its given name, voltage and origination of service.

E. Provide for each motor starter enclosure, circuit breaker enclosure, disconnect switch and any other similar equipment furnished under this Division identification as to the specific load that it serves and the origination of service.

F. Provide for each feeder protective device in each switchboard, switchgear, distribution panelboard, motor control center and any other similar equipment furnished under this Division identification as to the specific load that it serves.

G. Provide for each motor controller in a motor control center identification as to the specific load that it serves.

H. Nameplates shall be laminated, white core, plastic with beveled edges, minimum 1/16 inch thick. Lettering shall be machine-engraved, not less than 1/4" high, cut through the black or red surface to the white core.

I. Raceways shall be identified with voltage rating using pre-printed, self-adhesive labels with black lettering on orange background.

J. Identification shall be with a black permanent marking pen on the top of 4" x 4" junction box covers or on the back of an outlet box cover plate identifying the branch circuits and systems within the conduit. Pull boxes shall be provided with a nameplate stating voltage and system served.

K. On the backside of wiring device wall plates identify with a black permanent marking pen the panelboard and branch circuit number the device is served from.

L. Wire markers for identification of wiring shall be self-adhesive type having letters and numerals indicating serving equipment and feeder or branch circuit number.

M. Rotation tags shall be brass or aluminum securely attached to equipment.

N. Surfaces to receive labels or nameplates shall be carefully prepared in accordance with the manufacturer's instructions and recommendations.

O. Nameplates shall be properly attached to identify switchgear, switchboards, panelboards, feeder circuit breakers, disconnect switches, pull boxes and other similar equipment furnished under this Division.

P. Raceway identification shall be provided at a minimum of every 50', at each end if less than 50', and a minimum of once per room or space through which it passes.

Q. Wire markers shall be applied to each conductor or cable within switchgear, switchboards, panelboards, motor control centers, motor starter enclosures, circuit breaker enclosures, disconnect switches, cabinets, junction boxes, pull boxes and other similar equipment identifying the serving equipment and feeder or branch circuit from which the conductors originate.

2.3 SITE ELECTRICAL

A. The site electrical work shall include, but not be limited to, the furnishing and installation of necessary materials and making arrangements for the connection of electrical and telephone utilities and for underground conduit.

B. All site electrical work shall be in accordance with latest National Electrical Code (NEC), Article 300, and service installation standards of the serving utility company(s).

C. The location of the electrical service entrance shall be coordinated with the electric utility company and with all other trades. Provide materials and equipment required to connect the electrical service.

D. Provide materials in accordance with other sections of these Specifications.

E. The location of the telephone service entrance shall be coordinated with the telephone utility company and with all other trades. Provide materials and equipment required to connect the telephone service.

F. The location of all underground electrical work such as service for parking lot lighting, site lighting, site security, etc. shall be coordinated with all other trades.

G. Underground installation of more than one conduit shall be in a "ductbank" arrangement. All conduits shall be laid so joints are staggered.

H. Pour a red colored concrete envelope minimum 3" thick over electrical and telephone service conduit.

I. Where specifically indicated on the Drawings, a full concrete enclosed ductbank with reinforcing rods shall be installed.

J. Perform excavation, shoring, backfilling and concrete work in connection with electrical work in accordance with other Divisions of the Specifications.

K. All underground conduit shall be sloped away from the building to negate water entering the building through the conduit system.

L. Provide underground warning tape 6" to 12" below finished surface along entire length of underground conduit or ductbank. Provide a separate length of tape every 24" in width of ductbank. Interface installation of underground warning tape with backfilling.

M. The locations, elevations and voltage of electrical lines and the location of the telephone lines included within the area of this work are indicated on the Drawings or in the Specifications in accordance with information received by the Owner.

N. The Contractor shall examine the site and shall verify, to his own satisfaction, the location and elevation of all utilities and shall adequately inform himself as to their relation to the work.

O. The work associated with existing utility lines to be abandoned or removed, shown within the scope of this project, will be arranged by the Owner with the respective utility.

P. Existing utility lines not indicated but encountered during construction shall be protected, relocated or capped as directed by the Owner's Representative. All precautions shall be exercised to prevent damage to existing lines not shown, but should work become necessary, it must be authorized prior to execution except in an emergency situation.

Q. Before beginning excavations of any nature whatsoever, the Contractor shall make an attempt to locate all underground utilities of every nature occurring within the bounds of the area to be excavated. The Contractor shall then proceed with caution in his excavation work so that no utility shall be damaged with a resultant loss of service.

R. Should damage result to any utility through the Contractor's negligence or failure to comply with the above directive, he shall be liable for such damage and for all expense incurred in the expeditious repair or replacement of such damaged utilities.

S. Repair of damaged utilities shall be to a condition equal to or better than the adjacent undamaged portion of such utility and to the complete satisfaction of the Owner.

PART 3 - EXECUTION

3.1 EXCAVATION, TRENCHING AND BACKFILLING

A. All excavating, trenching and backfilling shall generally be performed in accordance with the procedures and using the materials as described in Division 2. Provide all excavation required in connection with the installation of the work under this Division. After the work has been installed, tested and approved, backfill all excavations with suitable material.

B. Bottoms of trenches shall be cut to grade. Should rock be encountered, same shall be excavated to a depth of six (6) inches below bottom of conduit and space shall be filled and tamped as specified hereinafter. Should it be required to lay conduit on fill, fill shall first be compacted.

C. All conduit shall be installed promptly after excavation has been done so as to keep excavations open as short a time as possible.

D. Trenches shall be excavated to the required depths. Depth of cover shall be as required by the NEC or as indicated on Drawings. Keep banks of trenches as nearly vertical as possible, and provide adequate shoring where required.

E. When excavation is below the shale or subgrade level, backfill with granular fill or approved backfill material from the site to a depth of 12 inches above top of conduit, but in no case less than 1'-0" below the subgrade surface. The remainder of backfill to the shale or subgrade surface shall be an impervious material and shall be compacted at not less than 95 percent of the maximum dry density as defined by ASTM D-698. At all times, the top of the subgrade shall be kept in such condition that it will drain readily and effectively. Backfill above the subsurface shall be granular fill or approved select backfill from site.

F. Beyond building walls or above the shale or subgrade level, backfill with sand or granular fill to a depth of 12 inches above top of conduit and remainder of trench filled with approved select backfill material from the site.

G. Bottoms of trenches shall be tamped hard and graded to secure the maximum fall. Where rock is excavated below the bottom of the conduit, and before laying the conduit, fill the space between the bottom of the conduit and the rock surface with sand, thoroughly tamped.

H. Trenches dug in fill shall have the conduit supported down to load-bearing soil. After conduits have been inspected and approved by the Owner's Representative, trenches shall be filled with approved backfill material which shall be firmly compacted, flooded if necessary and thoroughly tamped. Do not backfill with any fill containing rocks, frozen earth or debris.

I. Include the cutting of all sidewalks, streets and other pavements and repairing the opening sin them to return the surface to approximately its original condition.

3.2 CUTTING AND PATCHING

A. Cut all openings required to install the work or to repair any defective work. This cutting shall be performed under the Engineer's/Engineer's direction and due diligence exercised to avoid cutting openings larger than required or in the wrong locations.

B. No cutting or drilling of any sort will be permitted in the webs of prestressed, precast concrete structural elements. Use core drills or power driven saws to cut openings in the flanges of other such structural elements; the use of reciprocating drills will not be permitted. The cutting of structural members without first having received written permission from the Engineer/Engineer is prohibited.

C. Where openings are cut in fire-rated walls or floors, seal the annular space between the work installed and the fire-rated construction. Sealant, as applied, shall be fire rated to maintain the fire rating of the construction penetrated. Sealant shall be re-enterable (before fire) to alter penetrations. Apply in strict accordance with manufacturer's instructions.

3.3 SEALING OF PENETRATIONS

A. All penetrations in horizontal or vertical fire-rated construction shall be sealed using approved fire-rated sealing materials equivalent to the following:

1. Foam: Dow Corning 3-6548 RTV silicone foam, liquid component Part 4 (black) and liquid component Part B (off-white).
2. Sealant: Dow Corning 96-081 RTV silicone adhesive sealant.
3. Damming Materials: Mineral fiberboard, mineral fiber matting, mineral fiber putty, plywood or particle board, as selected by applicator.

B. Preparation: Remove combustible materials and loose impediments from penetration opening and involved surfaces. Remove free liquid and oil from penetration surfaces.

C. Installation: In accordance with manufacturer's instructions, install damming materials and sealant to cover and seal penetration openings; inject foam mixtures into openings.

3.4 PROTECTION OF APPARATUS

A. At all times take every precaution to properly protect apparatus from damage due to dust, dirt, water, etc. or from damage due to physical forces. Include the erection of temporary shelters as required, to adequately protect any apparatus stored at the site, the cribbing of any apparatus directly above the construction, and the covering of apparatus in the incomplete building with tarpaulins or other protective covering. Failure on the part of the Contractor to comply with the above to the entire satisfaction of the Engineer/Engineer will be sufficient cause for the rejection of the pieces of apparatus in question.

B. Responsibility for the protection of apparatus extend also to existing apparatus involved in this Division of the work, whether such apparatus is designated to be used temporarily and later removed, or is to be reused as a part of the permanent installation. Erect temporary sheltering structures, provide temporary bracing and supports, or cover equipment as required or directed to afford proper protection for that equipment.

C. The Contractor shall protect this work and the work of all other Contractors from damage by his work or workmen and shall make good any damage thus caused. He shall also be responsible for the proper protection of his equipment, machinery, materials and accessories delivered and installed on the job.

3.5 INSTALLATION AND CONNECTION OF OTHER DIVISION'S EQUIPMENT

A. Verify the electrical requirements of all equipment furnished under other Divisions, separate contracts, or by the Owner. Install conduit, power wiring, control wiring, devices, etc. as require for complete operation of all equipment.

3.6 OPTION TO RELOCATE OUTLETS AND RELATED DEVICES

A. The location of power, data and telephone outlets, wall switches and other related devices may be relocated at the Owner's option, at no additional cost to the Owner, to a point within 10 feet of their present location provided the Contractor is notified prior to installation.

3.7 COOPERATION AND CLEAN-UP

A. It shall be the responsibility of the Contractor to cooperate fully to keep the job site in a clean and safe condition. Upon the completion of the job, the Contractor shall immediately remove all of his tools, equipment, surplus materials and debris.

B. After the installation is complete, and before the equipment is energized, clean the interior and exterior of all equipment thoroughly. Clean equipment, removing all debris, rubbish and foreign materials. Each component shall be cleaned and all dust and other foreign material removed. Components shall be cleaned of oxidation. The inside and outside of all switchgear shall also be wiped clean with a lemon-oil rag after other cleaning is complete.

C. Any portion of the work requiring touch-up finishing shall be so finished to equal the specified finish on the product.

3.8 RECORD DRAWINGS AND DOCUMENTATION FOR OWNER

A. The Contractor shall obtain at his own expense a complete set of blueline prints, or Xerox copies on which to keep an accurate record of the installation of all materials, equipment and devices covered by the Contract. The record drawings shall indicate the location of all equipment and devices, and the routing of all systems. All piping and conduit buried in concrete slabs, walls and below grade shall be located by dimension; both horizontally and by vertical elevation, unless a surface mounted device in each space indicates the exact location. Obtain one complete reproducible set of the original drawings on which to neatly, legibly and accurately transfer all project related notations and deliver these drawings to the Engineer/Engineer at job completion before final payment and delivery to the Owner. The above data, with the exception of the record drawings, shall be delivered prior to final acceptance.

B. The Contractor shall accumulate in duplicate during the job progress, the following data prepared in indexed 3-ring looseleaf, hard-back binders sized for 8-1/2 inch by 11 inch sheets. No binder shall exceed 3-1/2 inches thick. This data shall be turned over to the Engineer/Engineer for review and subsequent delivery to the Owner prior to final acceptance.

1. Warranties, guarantees and manufacturer's directions on material, equipment and devices covered by the Contract.
2. Approved lighting fixture brochures, wiring diagrams and control diagrams.
3. Copies of approved submittals and shop drawings.
4. Operating instructions for major apparatus and recommended maintenance procedures.
5. Copies of all other data and/or drawings required during construction.
6. Repair parts list of major apparatus, including name, address and telephone number of local supplier or representative.
7. Tag charts and diagrams hereinbefore specified.

3.9 FINAL OBSERVATION

A. The purpose of the final observation is to determine whether the Contractor has completed the construction in accordance with the Contract Documents and that in the Owner Representative's opinion the installation is satisfactory for final acceptance by the Owner.

B. It shall be the responsibility of the Contractor to assure that the installation is ready for final acceptance prior to calling upon the Engineer/Engineer to make a final observation.

END OF SECTION 260000

SECTION 260100

ELECTRICAL SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Division Section as "informational submittals."

C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of Division 26/28 submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer's and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.

2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Engineer's final release or approval.
    g. Scheduled date of fabrication.
    h. Scheduled dates for delivery.
    i. Scheduled dates for installation.
    j. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.

1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing and Project record drawings.

    a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    b. Contractor shall execute a data licensing agreement in the form of Halff Associates' Standard form.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. **Submit all submittal items required for each Specification Section within a Construction Division concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule. ***
    - **This submittal package shall be comprehensive document by Division and not piecemealed by specification section.**
3. Submit action submittals and informational submittals required by the same Specification Section concurrent.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination. For example, HVAC Equipment must be submitted and approved prior to approval of Electrical gear.

a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 10 working days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals is indicated, allow 15 working days for initial review of each submittal.

D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
3. Include the following information for processing and recording action taken:

a. Project name.
b. Date.
c. Name of Engineer.
d. Name of Construction Manager, where applicable.
e. Name of Contractor.
f. Name of subcontractor.
g. Name of supplier.
h. Name of manufacturer.
i. Submittal number or other unique identifier, including revision identifier.

1) Submittal number shall use Specification Division Section or number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

j. Number and title of appropriate Specification.
k. Drawing number and detail references, as appropriate.
l. Location(s) where product is to be installed, as appropriate.
m. Other necessary identification.

4. Additional Paper Copies: Unless additional copies are required for final submittal, initial submittal may serve as final submittal.

a. When paper copies are required, submit one copy of submittal.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return without review submittals received from sources other than Contractor.
   a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:

      1) Project name.
      2) Date.
      3) Destination (To:).
      4) Source (From:).
      5) Name and address of Engineer.
      6) Name of Construction Manager, where applicable.
      7) Name of Contractor.
      8) Name of firm or entity that prepared submittal.
      9) Names of subcontractor, manufacturer, and supplier.
      10) Category and type of submittal.
      11) Submittal purpose and description.
      12) Specification Section number and title.
      13) Specification paragraph number or drawing designation and generic name for each of multiple items.
      14) Drawing number and detail references, as appropriate.
      15) Indication of full or partial submittal.
      16) Transmittal number, numbered consecutively.
      17) Submittal and transmittal distribution record.
      18) Remarks.
      19) Signature of transmitter.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item. Alternately, submit package as a comprehensive .pdf document by Division with each Specification Section tabbed.
2. Name file with submittal number or other unique identifier, including revision identifier.

   a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
3. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:

   a. Project name.
   b. Date.
   c. Name and address of Engineer.
   d. Name of Construction Manager, where applicable.
   e. Name of Contractor.
   f. Name of firm or entity that prepared submittal.
   g. Names of subcontractor, manufacturer, and supplier.

h. Category and type of submittal.
i. Submittal purpose and description.
j. Specification Section number and title.
k. Specification paragraph number or drawing designation and generic name for each of multiple items.
l. Drawing number and detail references, as appropriate.
m. Location(s) where product is to be installed, as appropriate.
n. Related physical samples submitted directly.
o. Indication of full or partial submittal.
p. Transmittal number, numbered consecutively.
q. Submittal and transmittal distribution record.
r. Other necessary identification.
s. Remarks.

F. Options: Identify options requiring selection by Engineer.

G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Post electronic submittals as PDF electronic files directly to Project Web site or FTP site specifically established for Project.

a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

1. Action Submittals: For submittal formats 11 x 17 and larger, submit two paper copies of each submittal unless otherwise indicated in addition to the electronically posted submittal. Engineer will return one copy of paper submittal.
2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

    a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each construction Division and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data (8-1/2 x 11 format only) in the following format:

    a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer, if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 11 x 17 but no larger than 30 by 42 inches.
3. Submit Shop Drawings in the following format:
   a. Two opaque (bond) copies of each submittal. Engineer will return one copy. Engineer will return one copy. Submit also one electronic file for record keeping.

4. BIM File Incorporation: Develop and incorporate Shop Drawing files into Building Information Model established for Project.

   a. Prepare Shop Drawings in the following format: Same digital data software program, version, and operating system as the original Drawings.
   b. Refer to Section 013100 "Project Management and Coordination" for requirements for coordination drawings.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of applicable Specification Section.
   e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. "Samples for Verification" Subparagraph below can be used with or without Samples for initial selection. Revise to suit Project.

E. LEED Submittals: Comply with requirements specified in Section 018113.13 "Sustainable Design Requirements - LEED for New Construction and Major Renovations," Section 018113.16 "Sustainable Design Requirements - LEED for Commercial Interiors," Section 018113.19 "Sustainable Design Requirements - LEED for Core and Shell Development," and Section 018113.23 "Sustainable Design Requirements - LEED for Schools."

F. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

G. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

H. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

I. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

J. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

C. BIM File Incorporation: Incorporate delegated-design drawing and data files into Building Information Model established for Project.

1. Prepare delegated-design drawings in the following format: Same digital data software program, version, and operating system as the original Drawings.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

A. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.

C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

D. Submittals not required by the Contract Documents may be returned by the Engineer without action.

END OF SECTION 260100

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SECTION 260519

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Building wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.

1.3 DEFINITIONS

A. EPDM: Ethylene-propylene-diene terpolymer rubber.

B. NBR: Acrylonitrile-butadiene rubber.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

1.5 INFORMATIONAL SUBMITTALS

A. Field quality-control test reports.

1.6 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Alcan Products Corporation; Alcan Cable Division.
2. American Insulated Wire Corp.; a Leviton Company.
3. General Cable Corporation.
4. Senator Wire & Cable Company.
5. Southwire Company.
6. Encore.

C. Copper Conductors: Comply with NEMA WC 70.

D. Conductor Insulation: Comply with NEMA WC 70 for Types THW THHN-THWN and SO.

2.2 CONNECTORS AND SPLICES

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AFC Cable Systems, Inc.
2. Hubbell Power Systems, Inc.
3. O-Z/Gedney; EGS Electrical Group LLC.
4. 3M; Electrical Products Division.
5. Tyco Electronics Corp.

C. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Service Entrance: Type THHN-THWN, single conductors in raceway.

B. Exposed Feeders: Type THHN-THWN, single conductors in raceway.

C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THHN-THWN, single conductors in raceway.

D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.

E. Feeders Installed below Raised Flooring: Type THHN-THWN, single conductors in raceway.

F. Exposed Branch Circuits, Including in Crawlspaces: Type THHN-THWN, single conductors in raceway.

G. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway.

H. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.

I. Branch Circuits Installed below Raised Flooring: Type THHN-THWN, single conductors in raceway.

J. Class 1 Control Circuits: Type THHN-THWN, in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.

B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

E. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

F. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

3.7 FIELD QUALITY CONTROL

A. Torque test conductor connections and terminations to manufacturer's recommended values.

END OF SECTION 260519

SECTION 260526

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes: Grounding systems and equipment.

1.3 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 CONDUCTORS

A. Insulated Conductors: [Copper] [or] [tinned-copper] wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.
2. Stranded Conductors: ASTM B 8.
3. Tinned Conductors: ASTM B 33.
4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

2.2 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.

1. Pipe Connectors: Clamp type, sized for pipe.

2.3 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel, 3/4 inch by 10 feet (19 mm by 3 m) in diameter.

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.

1. Bury at least 24 inches (600 mm) below grade.
2. Duct-Bank Grounding Conductor: Bury 12 inches (300 mm) above duct bank when indicated as part of duct-bank installation.

C. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.

D. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.

1. Install bus on insulated spacers 2 inches (50 mm) minimum from wall, 6 inches (150 mm) above finished floor unless otherwise indicated.
2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down to specified height above floor; connect to horizontal bus.

E. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.

4. Connections to Structural Steel: Welded connectors.

3.2 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:

1. Feeders and branch circuits.
2. Lighting circuits.
3. Receptacle circuits.
4. Single-phase motor and appliance branch circuits.
5. Three-phase motor and appliance branch circuits.
6. Flexible raceway runs.
7. Armored and metal-clad cable runs.

3.3 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

3.4 LABELING

A. Comply with requirements in Division 26 Section "Identification for Electrical Systems" Article for instruction signs. The label or its text shall be green.

B. Install labels at the telecommunications bonding conductor and grounding equalizer[and at the grounding electrode conductor where exposed].

1. Label Text: "If this connector or cable is loose or if it must be removed for any reason, notify the facility manager."

3.5 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.

END OF SECTION 260526

SECTION 260533

RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

B. Related Sections include the following:

1. Division 26 Section "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. EPDM: Ethylene-propylene-diene terpolymer rubber.

C. FMC: Flexible metal conduit.

D. LFMC: Liquidtight flexible metal conduit.

E. NBR: Acrylonitrile-butadiene rubber.

F. RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.

1. Custom enclosures and cabinets.
2. For handholes and boxes for underground wiring, including the following:

a. Conduit entry provisions, including locations and conduit sizes.

b. Frame and cover design.
c. Grounding details.
d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
e. Joint details.

C. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:

1. Structural members in the paths of conduit groups with common supports.
2. HVAC and plumbing items and architectural features in the paths of conduit groups with common supports.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AFC Cable Systems, Inc.
2. Alflex Inc.
3. Allied Tube & Conduit; a Tyco International Ltd. Co.
4. Anamet Electrical, Inc.; Anaconda Metal Hose.
5. Electri-Flex Co.
6. Manhattan/CDT/Cole-Flex.
7. Maverick Tube Corporation.
8. O-Z Gedney; a unit of General Signal.
9. Wheatland Tube Company.

C. Rigid Steel Conduit: ANSI C80.1.

D. EMT: ANSI C80.3.

E. FMC: Zinc-coated steel

F. LFMC: Flexible steel conduit with PVC jacket.

G. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
   1. Fittings for EMT: Steel -screw or compression type.

H. Joint Compound for Rigid Steel Conduit or IMC: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

2.2 BOXES, ENCLOSURES, AND CABINETS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

   1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
   2. EGS/Appleton Electric.
   3. Erickson Electrical Equipment Company.
   4. Hoffman.
   5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
   6. O-Z/Gedney; a unit of General Signal.
   7. RACO; a Hubbell Company.
   8. Robroy Industries, Inc.; Enclosure Division.
   9. Scott Fetzer Co.; Adalet Division.
   10. Spring City Electrical Manufacturing Company.
   11. Thomas & Betts Corporation.
   12. Walker Systems, Inc.; Wiremold Company (The).
   13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.

B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.

C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.

D. Nonmetallic Outlet and Device Boxes: NEMA OS 2.

E. Metal Floor Boxes: Cast or sheet metal, fully adjustable, rectangular. (As indicated on drawings)

F. Nonmetallic Floor Boxes: Nonadjustable, round.

G. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

H. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, galvanized, cast iron with gasketed cover.

I. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.

   1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
   2. Nonmetallic Enclosures: Plastic or fiberglass.

J. Cabinets:

1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.

2.3 SLEEVES FOR RACEWAYS

A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch (1.3- or 3.5-mm) thickness as indicated and of length to suit application.

D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

2.4 SLEEVE SEALS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Advance Products & Systems, Inc.
2. Calpico, Inc.
3. Metraflex Co.
4. Pipeline Seal and Insulator, Inc.

B. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.

1. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
2. Pressure Plates: Carbon steel Include two for each sealing element.
3. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Comply with the following indoor applications, unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
3. Exposed and Subject to Severe Physical Damage: Rigid steel conduit. Includes raceways in the following locations:

    a. Loading dock.
    b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
    c. Mechanical rooms.

4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
6. Damp or Wet Locations: Rigid steel conduit.
7. Raceways for Optical Fiber or Communications Cable in Spaces Used for Environmental Air: EMT or cable tray. All conduits shall have plastic bushing at the ends.
8. Raceways for Optical Fiber or Communications Cable Risers in Vertical Shafts: EMT
9. Raceways for Concealed General Purpose Distribution of Optical Fiber or Communications Cable EMT.
10. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, stainless steel in damp or wet locations. HUBS to match conduit.

B. Minimum Raceway Size: 1/2-inch.

C. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with that material. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer.

3.2 INSTALLATION

A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.

B. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Complete raceway installation before starting conductor installation. Use conduit caps to protect installed conduit against entrance of dirt and moisture before area is dryed in and cable or wire are not immediately installed. Tape covering of conduit ends is not acceptable.

D. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."

E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.

F. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.

G. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.

H. Raceways Embedded in Slabs:

1. Run conduit larger than 1-inch (27-mm) trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
3. Change from Type EPC-40-PVC to rigid steel conduit, before rising above the floor.
4. Elbows larger than 1/2" or on runs longer than 50' shall be rigid steel.
5. Tape all GRC with 2" overlapping tape where underground or where in contact with concrete.

I. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.

K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire.

L. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where otherwise required by NFPA 70.

M. Flexible Conduit Connections: Use maximum of 72 inches (1830 mm) of flexible conduit for recessed and semirecessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.
2. Use LFMC in damp or wet locations not subject to severe physical damage.

N. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.

O. Set metal floor boxes level and flush with finished floor surface.

P. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

D. Rectangular Sleeve Minimum Metal Thickness:

1. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side greater than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
2. For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches (1270 mm) and 1 or more sides equal to, or greater than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

F. Cut sleeves to length for mounting flush with both surfaces of walls.

G. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.

H. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway unless sleeve seal is to be installed.

I. Seal space outside of sleeves with grout for penetrations of concrete and masonry.

J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway, using joint sealant appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.

K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway penetrations. Install sleeves and seal with firestop materials. Comply with Division 07 Section "Penetration Firestopping."

L. Roof-Penetration Sleeves: Seal penetration of individual raceways with flexible, boot-type flashing units applied in coordination with roofing work.

M. Aboveground, Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

N. Underground, Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway and sleeve for installing mechanical sleeve seals.

END OF SECTION 260533

SECTION 260544

SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
   2. Sleeve-seal systems.
   3. Sleeve-seal fittings.
   4. Grout.
   5. Silicone sealants.

B. Related Requirements:
   1. Division 07 Section "Penetration Firestopping" for penetration firestopping installed in fire-resistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Wall Sleeves:
   1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.

B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

2.2 GROUT

A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.

B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.

C. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.

D. Packaging: Premixed and factory packaged.

2.3 SILICONE SEALANTS

A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.
   1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.

B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

A. Comply with NECA 1.

B. Comply with NEMA VE 2 for cable tray and cable penetrations.

C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
   1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
      a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Division 07 Section "Joint Sealants."
      b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
   2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
   3. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.
   4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
   5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches above finished floor level. Install sleeves during erection of floors.

D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
   1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
   2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.

E. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

A. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.3 SLEEVE-SEAL-FITTING INSTALLATION

A. Install sleeve-seal fittings in new walls and slabs as they are constructed.

B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.

C. Secure nailing flanges to concrete forms.

D. Using grout, seal the space around outside of sleeve-seal fittings.

END OF SECTION 260544

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SECTION 260553

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Identification for raceways.
2. Identification of power and control cables.
3. Identification for conductors.
4. Underground-line warning tape.
5. Warning labels and signs.
6. Instruction signs.
7. Equipment identification labels.
8. Miscellaneous identification products.

1.3 SUBMITTALS

A. Product Data: For each electrical identification product indicated.

1.4 QUALITY ASSURANCE

A. Comply with NFPA 70.

B. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

1.5 COORDINATION

A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.

B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

C. Coordinate installation of identifying devices with location of access panels and doors.

D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 CONDUCTOR IDENTIFICATION MATERIALS

A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.

B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

C. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

E. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

2.2 UNDERGROUND-LINE WARNING TAPE

A. Tape:

1. 3.5 mils and 6" wide.
2. Printing on tape shall be permanent and shall not be damaged by burial operations.
3. Polyethylene tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.

B. Color and Printing:

1. Inscriptions for Red-Colored Tapes: BURIED ELECTRIC LINE, CAUTION.
2. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE.

2.3 WARNING LABELS AND SIGNS

A. Comply with NFPA 70 and 29 CFR 1910.145.

B. Baked-Enamel Warning Signs:

1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.

2. 1/4-inch (6.4-mm) grommets in corners for mounting.
3. Nominal size, 7 by 10 inches (180 by 250 mm).

C. Warning label and sign shall include, but are not limited to, the following legends:
1. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."
2. Location of multiple main disconnects are at defined locations. Approved by Authority Having Jurisdiction.

2.4 INSTRUCTION SIGNS

A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. inches (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.

1. Engraved legend with black letters on white face .
2. Punched or drilled for mechanical fasteners.
3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.5 EQUIPMENT IDENTIFICATION LABELS

A. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).

2.6 CABLE TIES

A. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self extinguishing, one piece, self locking, Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
4. Color: Black.

B. Plenum-Rated Cable Ties: Self extinguishing, UV stabilized, one piece, self locking.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 7000 psi (48.2 MPa).
3. UL 94 Flame Rating: 94V-0.
4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
5. Color: Black.

2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in Division 09 painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).

B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Verify identity of each item before installing identification products.

B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.

C. Apply identification devices to surfaces that require finish after completing finish work.

D. Secure plastic name plates to equipment fronts using screws or rivets. Use of adhesive shall be per owner's approval only.

E. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.

F. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:

1. Outdoors: UV-stabilized nylon.
2. In Spaces Handling Environmental Air: Plenum rated.

G. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches (400 mm) overall.

3.2 IDENTIFICATION SCHEDULE

A. Accessible Raceways and 600 V or Less, for Service, Feeder, and Branch Circuits More Than A, and 120 V to ground: Identify with self-adhesive vinyl tape applied in bands. Install labels at 10-foot (3-m)] [30-foot (10-m) maximum intervals.

B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:

1. Normal Power – White letters on Black background.
2. UPS – White letters on Orange background.

C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.

1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.

a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
b. Colors for 208/120-V Circuits:

1) Phase A: Black.
2) Phase B: Red.
3) Phase C: Blue.
4) Neutral: White.

c. Colors for 480/277-V Circuits:

1) Phase A: Brown.
2) Phase B: Orange. (Purple)
3) Phase C: Yellow.
4) Neutral: Gray.

d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

D. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.

E. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.

F. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.

1. Limit use of underground-line warning tape to direct-buried cables.
2. Install underground-line warning tape for both direct-buried cables and cables in raceway.

G. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless

otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

H. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Baked-enamel warning signs.

1. Comply with 29 CFR 1910.145.
2. Identify system voltage with black letters on an orange background.
3. Apply to exterior of door, cover, or other access.
4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
   a. Controls with external control power connections.

I. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

J. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.

1. Labeling Instructions:

   a. Indoor Equipment: Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
   b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
   c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
   d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

2. Equipment to Be Labeled:

   a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be engraved, laminated acrylic or melamine label.
   b. Enclosures and electrical cabinets.
   c. Access doors and panels for concealed electrical items.
   d. Switchgear.
   e. Switchboards.
   f. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
   g. Emergency system boxes and enclosures.
   h. Motor-control centers.
   i. Enclosed switches.

j. Enclosed circuit breakers.
k. Enclosed controllers.
l. Variable-speed controllers.
m. Push-button stations.
n. Power transfer equipment.
o. Contactors.
p. Remote-controlled switches, dimmer modules, and control devices.
q. Battery-inverter units.
r. Battery racks.
s. Power-generating units.
t. Monitoring and control equipment.
u. UPS equipment.

3. Nameplate Detail:

   a. For circuit breakers, panelboards, switchboards, disconnect switches, motor starters, and contactors: ¼-inch letters, identify source to and device load serves, including location.

4. Enclosure Color Coding:

   a. The following systems shall have each junction and pull box cover completely painted per the following:

System	Color of Box Cover
Ethernet Backbone	Blue
Telecommunications	Brown
FCMS	Green
Emergency Power	Red
Security**	White
Fire Alarm	Yellow
Clock	Fluorescent Violet
U.P.S.	Fluorescent Pink

**Security shall include, but not be limited to, the following systems:
- Card Access\Proximaty
- Duress Alarms
- Perimeter Door Alarms
- CCTV

END OF SECTION 260553

SECTION 262726

WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Receptacles, receptacles with integral GFCI, and associated device plates.
2. Wall-switch and occupancy sensors.
3. Communications outlets.

B. Related Sections include the following:

1. Division 27 Section "Communications Horizontal Cabling" for workstation outlets.

1.3 DEFINITIONS

A. EMI: Electromagnetic interference.

B. GFCI: Ground-fault circuit interrupter.

C. TVSS: Transient voltage surge suppressor.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

C. Field quality-control test reports. Submitted prior to final punch list.

D. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing label warnings and instruction manuals that include labeling conditions.

E. Submit on digital wiring analyzer to be used to test voltage drop on receptacles.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain each type of wiring device and associated wall plate through one source from a single manufacturer. Insofar as they are available, obtain all wiring devices and associated wall plates from a single manufacturer and one source.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Comply with NFPA 70.

1.6 COORDINATION

A. Receptacles for Owner-Furnished Equipment: Match plug configurations.

1. Cord and Plug Sets: Match equipment requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:

1. Cooper Wiring Devices; a division of Cooper Industries, Inc. (Cooper).
2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
3. Leviton Mfg. Company Inc. (Leviton).
4. Pass & Seymour/Legrand; Wiring Devices & Accessories (Pass & Seymour).
5. Hubbell Building Automation Systems.

2.2 STRAIGHT BLADE RECEPTACLES

A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
2. Products: Subject to compliance with requirements, provide one of the following:

a. Cooper; 5351 (single), 5352 (duplex).
b. Hubbell; HBL5351 (single), CR5352 (duplex).
c. Leviton; 5891 (single), 5352 (duplex).
d. Pass & Seymour; 5381 (single), 5352 (duplex).

2.3 GFCI RECEPTACLES

A. General Description: Straight blade, non-feed-through type. Comply with NEMA WD 1, NEMA WD 6, UL 498, and UL 943, Class A, and include indicator light that is lighted when device is tripped.

B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
2. Products: Subject to compliance with requirements, provide one of the following:

    a. Cooper; GF20.
    b. Pass & Seymour; 2084.

2.4 SNAP SWITCHES

A. Comply with NEMA WD 1 and UL 20.

B. Switches, 120/277 V, 20 A:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
2. Products: Subject to compliance with requirements, provide one of the following:

    a. Cooper; 2221 (single pole), 2222 (two pole), 2223 (three way), 2224 (four way).
    b. Hubbell; CS1221 (single pole), CS1222 (two pole), CS1223 (three way), CS1224 (four way).
    c. Leviton; 1221-2 (single pole), 1222-2 (two pole), 1223-2 (three way), 1224-2 (four way).
    d. Pass & Seymour; 20AC1 (single pole), 20AC2 (two pole), 20AC3 (three way), 20AC4 (four way).

2.5 WALL PLATES

A. Single and combination types to match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.
2. Material for Finished Spaces: Smooth, high-impact thermoplastic 0.035-inch- (1-mm-) thick Material for Unfinished Spaces: Galvanized steel.

2.6 FINISHES

A. Color: Wiring device catalog numbers in Section Text do not designate device color.

1. Wiring Devices Connected to Normal Power SystemAs selected by Engineer, unless otherwise indicated or required by NFPA 70 or device listing.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted.

B. Coordination with Other Trades:

1. Take steps to insure that devices and their boxes are protected. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of the boxes.
2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
4. Install wiring devices after all wall preparation, including painting, is complete.

C. Conductors:

1. Do not strip insulation from conductors until just before they are spliced or terminated on devices.
2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
4. Existing Conductors:

    a. Cut back and pigtail, or replace all damaged conductors.
    b. Straighten conductors that remain and remove corrosion and foreign matter.
    c. Pigtailing existing conductors is permitted provided the outlet box is large enough.

D. Device Installation:

1. Replace all devices that have been in temporary use during construction or that show signs that they were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, 2/3 to 3/4 of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by the manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.

9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

H. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings. Verify with Engineer and Owner that all floor outlets and service poles are coordinated with furniture to be installed.

3.2 IDENTIFICATION

A. Comply with Division 26 Section "Identification for Electrical Systems."

1. Receptacles: Identify panelboard and circuit number from which served. Use hot, stamped or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.
1. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated LED indicators of measurement.

B. Tests for Convenience Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.
2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is not acceptable. Report voltage drop on receptacle circuit as follows: Receptacle circuit L-1 (Typical) Voltage measured = 119V. All receptacle circuits shall be reported. Final close out of project will not be attained without report.
3. Ground Impedance: Values of up to 2 ohms are acceptable.
4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
5. Using the test plug, verify that the device and its outlet box are securely mounted.
6. The tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

C. Test straight blade for the retention force of the grounding blade according to NFPA 99. Retention force shall be not less than 4 oz. (115 g).

END OF SECTION 262726

SECTION 265119

LED INTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior solid-state luminaires that use LED technology.
2. Lighting fixture supports.

1.2 DEFINITIONS

A. CCT: Correlated color temperature.

B. CRI: Color Rendering Index.

C. Fixture: See "Luminaire."

D. IP: International Protection or Ingress Protection Rating.

E. LED: Light-emitting diode.

F. Lumen: Measured output of lamp and luminaire, or both.

G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product, arranged by designation.

B. Shop Drawings: For nonstandard or custom luminaires.

1. Include plans, elevations, sections, and mounting and attachment details.
2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.

C. Product Schedule: For luminaires and lamps.[Use same designations indicated on Drawings.]

1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale and coordinated with each other, using input from installers of the items involved:

B. Seismic Qualification Certificates: For luminaires, accessories, and components, from manufacturer.

C. Product Certificates: For each type of luminaire.

D. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.6 WARRANTY

A. Warranty: Manufacturer Standard Warranty

PART 2 - PRODUCTS

2.1 LUMINAIRE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.

C. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.

D. Recessed Fixtures: Comply with NEMA LE 4.

E. Internal driver.

F. Nominal Operating Voltage: 120 V ac.

1. Lens Thickness: At least 0.125 inch (3.175 mm) minimum unless otherwise indicated.

G. Housings:

1. Steel housing and heat sink.

2.2 MATERIALS

A. Metal Parts:

1. Free of burrs and sharp corners and edges.
2. Sheet metal components shall be steel unless otherwise indicated.
3. Form and support to prevent warping and sagging

B. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

2.3 METAL FINISHES

A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

2.4 LUMINAIRE SUPPORT COMPONENTS

A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.

B. Single-Stem Hangers: 1/2-inch (13-mm) steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.

C. Wires: ASTM A 641/A 641 M, Class 3, soft temper, zinc-coated steel, 12 gage (2.68 mm).

D. Rod Hangers: 3/16-inch (5-mm) minimum diameter, cadmium-plated, threaded steel rod.

E. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1.

B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.

C. Install lamps in each luminaire.

D. Supports: Sized and rated for luminaire weight.

E. Flush-Mounted Luminaire Support: Secured to outlet box.

F. Wall-Mounted Luminaire Support:
   1. Do not attach luminaires directly to gypsum board.

G. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

H. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.2 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

   1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
   2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.

B. Luminaire will be considered defective if it does not pass operation tests and inspections.

C. Prepare test and inspection reports.

END OF SECTION 265119

AI-56908 **Purchasing Department** **24. F. 2.**

CC - REGULAR

Meeting Date: 10/25/2016

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-16-369-10-25 with South Texas Infrastructure Group, LLC for: "job specific" project: “Sunflower Road” -Precinct No. 4;
b. Pursuant to Article 14, under agreement #C-16-369-10-25 with South Texas Infrastructure Group, LLC, requesting approval to engage services from Sub-Contractor (R.O.W. Surveying Services, LLC);
c. Acceptance and approval of Work Authorization No. 1 (estimated cost of $ 36,607.07) South Texas Infrastructure Group, LLC for: "job specific" project: “Sunflower Road” -Precinct No. 4, in connection to agreement # C-16-048-02-03.

BACKGROUND

Agreement# C-16-369-10-25/ WA1/ HB1295
Legals approval

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-124-189-0-721

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

BUDGETARY IMPACT:

Attachments

contract/HB1295/legals approval
WA1-STIG-C-16-369-10-25

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/20/2016 10:13 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Letty Saenz		Started On: 10/17/2016 02:28 PM
Final Approval Date: 10/21/2016		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-16-369-10-25

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **South Texas Infrastructure Group, LLC**, 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 **"Sunflower Road"** between **(SH 107 to Mile 17)** located within **Hidalgo County Precinct No. 4** hereinafter referred to as the **"Project".**

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, 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, **October 25, 2016,** expiring, **October 24, 2017** or (*upon completion of the scope of the work/project)* (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal

notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. 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 provide 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 **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter

referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the

Project. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in

EXHIBIT "F" - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage

of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment.

The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-

free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products,

compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the

Engineer hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent

engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer**

must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use

and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*,

in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or

violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER
Hidalgo County
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

ENGINEER
South Texas Infrastructure Group, LLC
Attn: Julio Cerda, PE/President
900 South Stewart Road, Suite 13
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 Owner does not hereby waive, release or relinquish any right to assert any of the defenses Owner enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Owner as to any claim or action of any person, entity, or individual against Owner.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2016.**

ENGINEER:
South Texas Infrastructure Group, LLC

By:_____
Julio Cerda, PE/President

OWNER:
HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: _____, 2016.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
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

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	1
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit 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

Exhibit B

Services to be provided by the Engineer

A. Engineering Services

ROADWAY DESIGN

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. 4 procured Geotech Engineer.
2) Prepare plan and profile sheets as required for the reconstruction.
3) Develop plan and profiles for inclusion in sheets.
4) Develop roadway quantities and prepare quantity summary sheet.
5) Develop Miscellaneous Roadway Details.
6) Prepare Title Sheet and Index sheets.
7) Calculate project quantities and prepare quantity summary sheet.
8) Prepare general notes.
9) Prepare list of Standard Drawing to be included in the plans.
10) Upon completion of the review of the final plans by Hidalgo County Precinct. 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.
11) Coordinate with Pct. 1 and other agencies as necessary.
12) Signing and Pavement Markings are to be shown on roadway P&P sheets as necessary.

B. FIELD DESIGN SURVEY SERVICES

SURVEYING

1) Topographic survey of entire project length including…
2) Topography of existing roadway and ditch within existing apparent ROW.
3) Topography shall include any existing drainage crossings.
4) Include flow lines, size and direction of drainage channels/structures
5) Include utilities
6) Perform one-call (Dig Tess) and identify and locate utilities (within Limits of R.O.W) as flagged/marked by utility companies.
7) Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains
8) 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.
9) Establish 2 benchmarks for project control.

Additional Services

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

C) GEOTECHNICAL/CMT SERVICES(by others)

1) Pavement section design or testing prior to PS&E development
2) Construction materials testing during construction

EXHIBIT C
-WORK SCHEDULE

Exhibit "C"
Work Schedule
Sunflower Rd. Widening and Reconstruction
From Mile 17 to SH 107

TASK AND DESCRIPTION	FIRM	2016			2017								
		October	November	December	January	February	March	April	May	June	July	August	September
Phase I: Roadway Design Plans and Specifications	STIG												
A. Design Survey & Roadway Design Plans													
B. Drainage Culvert Design Plan and Profile													
C. Details and Specifications													
D. Final Deliverables													
	ROWSS												
A. Horizontal and Vertical Control													
B. Construction Staking													
C. Construction Inspection													

EXHIBIT D
-ENGINEER'S CONTRACT RATES

Exhibit "D"

South Texas Infrastructure Group, L.L.C.

Contract Rate 2016

Labor/Staff Classification	Contract Rate
Principal	$ 187.00
Project Manager	$ 161.00
Project/Design Engineer	$ 125.00
EIT	$ 98.00
Senior Engineer Technician	$ 95.00
Engineer Tech	$ 85.00
Senior CADD Technician	$ 80.00
Junior CAAD Technician	$ 79.00
Admin/Clerical	$ 50.00

R.O.W. Surveying Services, L.L.C.

(Sub-Contractor)

Contract Rate 2016

Labor/Staff Classification	Contract Rate
Survey PM	$ 124.00
RPLS	$ 125.00
Survey Technician	$ 82.00
4-Man Survey Crew	$ 174.00
3-Man Survey Crew	$ 155.00
2-Man Survey Crew	$ 130.00
Admin/Clerical	$ 50.00

Contract Rates include labor, overhead, and profit.

Other Direct Expenses:	Cost
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet

Updated 09/25/2015

EXHIBIT D-1

-ESTIMATED PROJECT FEE SCHEDULE

Exhibit "D-1"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT

Work Authorization No. 1

Highway: **Sunflower Rd. Project**				**South Texas Infrastructure Group, LLC**					
County: Hidalgo County, Texas									
From: Mile 17 to SH 107									
Description of Work:									
Fully-Loaded Hourly Wage Rates * (as defined below)	**PRINCIPAL**	**PROJECT MANAGER**	**PROJECT ENGINEER**	**EIT**	**SENIOR CADD TECHNICIAN**	**ENGINEERING TECHNICIAN**	**ADMIN/ CLERICAL**	**Total Hours**	**Cost**
TASK AND DESCRIPTION									
ROADWAY DESIGN CONTROLS (FC160)									
160. Geometric Design									
2.0 Develop Geometric Project Layout		0	2	2	4	4		12	$ 1,085.74
160.1 Roadway Design									
1.0 Design and Develop Horizontal Alignment - Mainlanes (PS&E)		0	4	8				12	$ 1,291.16
2.0 Design and Develop Horizontal Alignment - Cross Streets (PS&E)		0	4	8				12	$ 1,291.16
3.0 Develop Horizontal Alignment Data Sheet		0	1	3	2	2		8	$ 738.87
4.0 Design and Develop Vertical Alignment - Mainlanes (PS&E)		0	4	8				12	$ 1,291.16
5.0 Design and Develop Vertical Alignment - Cross Streets (PS&E)		0	2	4				6	$ 645.58
6.0 Design and Develop Roadway Geometric File (PS&E)		0	4	6				10	$ 1,095.16
7.0 Design Intersection Grading and Transitions		0	2	5				7	$ 743.58
8.0 Design and Develop Exist. & Prop. Cross Sections (Mainlanes)		0	4	5				9	$ 997.16
9.0 Design and Develop Exist. & Prop. Cross Sections (Cross Streets)		0	4	5				9	$ 997.16
10.0 Develop Plan and Profile Sheets		0	4	7	4	8		23	$ 2,135.48
11.0 Develop Intersection Layouts		0	2	2	6	6		16	$ 1,403.82
12.0 Develop Cross Section Layout Sheets		0	1	5	6			12	$ 1,111.79
13.0 Develop Driveway P&P Sheets		0	1	3	4	6		14	$ 1,210.03
14.0 Design and Develop Misc. Roadway Details		0	1	3	2	2		8	$ 738.87
15.0 Select Pertinent Roadway Standards		0	1	3	1	1		6	$ 579.83
160.4 Typical Sections									
1.0 Develop Existing and Proposed Typical Sections (Main)		0	2	2	4	5		13	$ 1,162.28
2.0 Develop Existing and Proposed Typical Sections (Cross Streets)		0	2	2	4	5		13	$ 1,162.28
3.0 QA/QC for Typical Sections		0						0	$ -
160.5 Cut and Fill Quantities									
1.0 Develop Earthwork Quantities for Mainlanes and Cross Streets			1	3				4	$ 420.79
160.7 Pavement Design (See Laboratory Fee Schedule)									
								0	$ -
Subtotal Hours	0	0	46	84	37	39	0	206	
Subtotal Cost	$0.00	$0.00	$5,832.34	$8,232.00	$3,052.50	$2,985.06	$0.00		$ 20,101.90

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

Fully-Loaded Hourly Wage Rates * (as defined below)	**PRINCIPAL**	**PROJECT MANAGER**	**PROJECT ENGINEER**	**EIT**	**SENIOR CADD TECHNICIAN**	**ENGINEERING TECHNICIAN**	**ADMIN/ CLERICAL**	**Total Hours**	**Cost**
TASK AND DESCRIPTION									
HOURLY RATE	**$175.00**	**$152.15**	**$126.79**	**$98.00**	**$82.50**	**$76.54**	**$50.15**		
DRAINAGE (FC161)									
161.1. Drainage Report									
1.0 Site Visit to Confirm Outfalls and Existing Drainage Infrastructure		0	0	2				2	$ 196.00
2.0 Obtain and Review Existing Hydrologic Models		0	1	1				2	$ 224.79
3.0 Review Drainage As-Builts		0	1	1				2	$ 224.79
4.0 Develop Exterior Drainage Area Boundaries		0	1	1				2	$ 224.79
5.0 Develop Interior Drainage Area Boundaries		0	1	1				2	$ 224.79
6.0 Compute Discharges for Exterior Drainage Areas		0	1	2				3	$ 322.79
7.0 Compute Discharges for Interior Drainage Areas		0	1	2				3	$ 322.79
161.3. Culvert and Storm Drain Design									
1.0 Design and Develop Hydraulic Computations for Outfall Channel		0	0	1				1	$ 98.00
2.0 Design and Develop Hydraulic Computations for 2 Culvert Crossings		0	0	1				1	$ 98.00
3.0 Design and Develop Hydraulic Computations for Storm Sewer System (1 System)		0	0	1	1			2	$ 180.50
4.0 Identify Areas requiring trench protection, shoring, and dewatering		0	0	1				1	$ 98.00
5.0 Develop Exterior Drainage Area Map Sheets		0	0	1	2	1		4	$ 339.54
6.0 Develop Interior Drainage Area Map Sheets		0	0	1	2	1		4	$ 339.54
7.0 Develop Hydrologic Computation Sheets		0	0	1	1	2		4	$ 333.58
8.0 Develop Storm Sewer Plan and Profile Sheets (1 System)		0	0	1	1	3		5	$ 410.12
9.0 Select pertinent Drainage Standards		0	0	1	1	1		3	$ 257.04
10.0 Prepare Drainage Details for outlet protection, etc.		0	0	1	1	1		3	$ 257.04
11.0 Identify Pipe Strength Requirements		0	0	1				1	$ 98.00
12.0 Identify Potential Utility Conflicts		0	0	1				1	$ 98.00
13.0 Develop Existing ground profiles at the ROW line (for storm sewer systems)		0	0	1				1	$ 98.00
14.0 Develop Hydraulic Data Sheets for Culvert Crossings		0	0	0	0	0		0	$ -
15.0 Develop Hydraulic Data Sheets for Storm Sewer Systems (1 System)		0	0	1	1	1		3	$ 257.04
161.5. Temporary Drainage Facilities									
1.0 Evaulate Traffic Control Plan for Temporary Drainage Facilities		0	0	0	0	0		0	$ -
2.0 Design and Develop Temporary Drainage Measures		0	0	0	0	0		0	$ -
Subtotal Hours	0	0	6	24	10	10	0	50	
Subtotal Cost	$0.00	$0.00	$760.74	$2,352.00	$825.00	$765.40	$0.00		$ 4,703.14

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

Exhibit "D-1"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT

Work Authorization No. 1

Fully-Loaded Hourly Wage Rates * (as defined below)	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	EIT	SENIOR CADD TECHNICIAN	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	Total Hours	Cost
TASK AND DESCRIPTION									
HOURLY RATE	$175.00	$152.15	$126.79	$98.00	$82.50	$76.54	$50.15		
SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (FC 162)									
162.1. Signing and Pavement Markings									
1.0 Field Visit and Inventory Exisiting Signs			1					1	$ 126.79
2.0 Design and Develop Signing and Pavement Marking Layouts			1	1		2		4	$ 377.87
3.0 Prepare Small Sign Summary			1	1		1		3	$ 301.33
4.0 Select Signing and Pavement Marking Standards			1	1		1		3	$ 301.33
Subtotal Hours	0	0	4	3	0	4	0	11	
Subtotal Cost	$0.00	$0.00	$507.16	$294.00	$0.00	$306.16	$0.00		$ 1,107.32

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

TASK AND DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	EIT	SENIOR CADD TECH.	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	Total Hours	Cost
MISCELLANEOUS (FC 163) **Hourly Rate***	$175.00	$152.15	$126.79	$98.00	$82.50	$76.54	$50.15		
163.2. Traffic Control Plan, Sequence of Construction									
1. Written narrative of Construction Sequencing & General Notes			1			1		2	$ 203.33
2. Develop Advanced Warning Sign Layouts			1			1		2	$ 203.33
3. Plan and Attend TCP Review Meeting		0	1					1	$ 126.79
4. TCP Sheets			1			1		2	$ 203.33
5. Develop Detour Layouts			1			1		2	$ 203.33
6. TCP Typical Sections			1			1		2	$ 203.33
7. Select TCP Standards			1			1		2	$ 203.33
163.5. SW3P Plans									
1. Develop SW3P Narrative			1			1		2	$ 203.33
2. Develop EPIC Sheet			1			1		2	$ 203.33
3. Develop SW3P Layouts			1			1		2	$ 203.33
4.Select SW3P Standards			1			1		2	$ 203.33
163.11. Specifications and General Notes									
1. Develop General Notes and Specifications			1					1	$ 126.79
163.12. General Plans & Task									
1. Develop Project Title Sheet						1		1	$ 76.54
2. Develop Index of Sheets								0	$ -
4. Develop PS&E Documentation (1002, etc.)			1					1	$ 126.79
Subtotal Hours	0	0	13	0	0	11	0	24	
Subtotal Cost	$0.00	$0.00	$1,648.27	$0.00	$0.00	$841.94	$0.00		$ 2,490.21

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

TASK AND DESCRIPTION	Project Principal	PROJECT RPLS	SURVEY TECHNICIAN	4-MAN SURVEY CREW	3-MAN SURVEY CREW	2-MAN SURVEY CREW	ADMIN/ CLERICAL	Total Hours	Cost
Surveying FC(150) **Hourly Rate***	$124.00	$125.00	$82.00	$174.00	$155.00	$130.00	$50.00		
A. Control Hz and Vt									
I. Primary Project Control									
i. Establish Primary Control	0	1	0	0	4	0	0	5	$ 745.00
II. Secondary Project Control									
i. Set additional secondary control points as needed	0	1	0	0	4	0	0	5	$ 745.00
ii. Horizontal values established with RTK or VRS	0	1	0	0	4	0	0	5	$ 745.00
iii. Vertical values established with digital level	0	1	0	0	2	0	0	3	$ 435.00
III. Setting benchmarks									
i. Setting Benchmarks @ 1500'(ft) intervals	0	1	0	0	2	0	0	3	$ 435.00
B. Design Surveys									
i. Topo and Cross-sections	0	1	4	0	6	0	0	11	$ 1,383.00
ii. Locate visible utilities	0	1	1	0	1	0	0	3	$ 362.00
iii. Utilities	0	0	1	1	1	0	0	3	$ 411.00
iv. Proposed CL on Existing	0	0	1	1	1	0	0	3	$ 411.00
v. Cross section intersecting streets	0	0	1	1	1	0	0	3	$ 411.00
vi. Drive ways and turnouts	0	1	1	1	1	0	0	4	$ 536.00
vii. Existing Storm Drain	0	0	1	1	1	0	0	3	$ 411.00
viii. Outfalls	0	0	1	1	0	0	0	2	$ 256.00
	0	1	1	1	1	0	0	4	$ 536.00
Subtotal Hours	0	9	12	7	29	0	0	53	
Subtotal Cost	$0.00	$1,125.00	$984.00	$1,218.00	$4,495.00	$0.00	$0.00		$ 7,822.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

OTHER DIRECT EXPENSES								
	# OF UNITS	COST/UNIT						
Environmental Engineering								
163.13 **Utility Engineering Investigation based on the SUE from FC 150								
MILEAGE (current state rate)	500	$ 0.565						$282.50
MEALS (Overnight stay Required)		$ 36.00						$0.00
LODGING (taxes/fess not included)		$ 85.00						$0.00
11" x 17" B/W Paper Copies	500	$ 0.20						$100.00
								$0.00
								$0.00
SUBTOTAL DIRECT EXPENSES								**$382.50**

SUMMARY	
TOTAL ENGINEERING DESIGN COSTS	**$ 28,402.57**
TOTAL DESIGN SURBEY COSTS	**$ 7,822.00**
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIMEONLY	**$ 382.50**
SUBCONSULTANT TOTAL	**$ -**
GRAND TOTAL	**$ 36,607.07**

EXHIBIT E
-WORK AUTHORIZATION

HIDALGO COUNTY
Professional Engineering Services
Agreement# C-16-369-00-00

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, as to content and detail of this **Work Authorization No. ___.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1:

By: _____
Hon. A.C. Cuellar, Jr., 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:
South Texas Infrastructure Group, LLC

By:_____
Julio Cerda, PE/President

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)

Exhibit G

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2016

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: Leticia Gallegos
Higginbotham Insurance Agency, Inc. 1400 N. McColl Rd #105 McAllen TX 78501	PHONE (A/C, No, Ext): 956-668-3516 FAX (A/C, No): 956-687-1286 E-MAIL ADDRESS: Leticia.Gallegos@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company, LTD	11000
INSURER B : Trumbull Insurance Compamy	27120
INSURER C : Underwriters at Lloyds, London	32727
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: SOUTH367
South Texas Infrastructure Group LLC;
R.O.W. Surveying Services LLC
900 S Stewart #13
Mission TX 78572

COVERAGES **CERTIFICATE NUMBER:** 578277248 **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:			65SBAIX7735	4/10/2016	4/10/2017	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 $ $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			65UECAW2107	4/10/2016	4/10/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			65WBCAH9283	4/10/2016	4/10/2017	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
C	Professional Liability			ANE133704516	4/10/2016	4/10/2017	Per Claim General 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)

Additional Insured as respects to General Liability and Auto Liability.
Waiver of Subrogation applies in favor of General Liability, Auto Liability and Workers Compensation, as permitted by law.

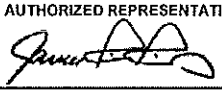
CERTIFICATE HOLDER

Hidalgo County
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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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:
2016-122997

Date Filed:
10/12/2016

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 Infrastructure Group, L.L.C.
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

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-16-369-10-25
Sunflower Road

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.

ALICIA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
August 28, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Julio Cerda, this the 12th day of October, 2016, 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
Alicia Rodriguez	Alicia Rodriguez	Notary

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:
2016-122997

Date Filed:
10/12/2016

Date Acknowledged:
10/17/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

South Texas Infrastructure Group, L.L.C.
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

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-16-369-10-25
Sunflower Road

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: Review & Approve - Contract# C-16-369-10-25-STIG-Pct 4 (Sunflower Road)

From : Steve Crain <scrain@atlashall.com> Mon, Oct 17, 2016 11:40 AM

Subject : RE: Review & Approve - Contract# C-16-369-10-25-STIG-Pct 4 (Sunflower Road) 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, October 17, 2016 11:14 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Maria Lucio <maria.lucio@co.hidalgo.tx.us>; Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>
Subject: Review & Approve - Contract# C-16-369-10-25-STIG-Pct 4 (Sunflower Road)

Mr. Crain-

Please review and approve as to form agreement #C-16-369-10-25 (attached hereto) with South Texas Infrastructure Group, LLC for "job specific" project located within Precinct No. 4.

*Note: will be placed on the next CC agenda of 10/25/16 for final approval.

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

EXHIBIT E
-WORK AUTHORIZATION

HIDALGO COUNTY
Professional Engineering Services
Agreement# C-16-369-10-25

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, **South Texas Infrastructure Group, L.L.C.** professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide: _____
Roadway design and field design survey services (full details of services on Exhibit B)

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 **$ 36,607.07**. 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 **7** of the Agreement.

PART 4. FUNDING
This **Work Authorization No. 1** shall be funded through funding source:
Account No. 6-1200-431-00-124-189-0721
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,** as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1:

By: _____
Joseph Palacios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on **10/25/16** as indicated below and effective as of **25th** day of **October, 2016**.

THE ENGINEER:
SOUTH TEXAS INFRASTRUCTURE GROUP, L.L.C.

By: _____
Julio Cerda, PE/President

THE OWNER:
HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF EXHIBITS

Exhibit A -Services to be provided by Owner
Exhibit B -Services to be provided by Engineer
Exhibit C -Work Schedule
Exhibit D -Estimated Man-hour Breakdown

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"
-SERVICES TO BE PROVIDED BY THE ENGINEER

A. Engineering Services

ROADWAY DESIGN

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. 4 procured Geotech Engineer.
2) Prepare plan and profile sheets as required for the reconstruction.
3) Develop plan and profiles for inclusion in sheets.
4) Develop roadway quantities and prepare quantity summary sheet.
5) Develop Miscellaneous Roadway Details.
6) Prepare Title Sheet and Index sheets.
7) Calculate project quantities and prepare quantity summary sheet.
8) Prepare general notes.
9) Prepare list of Standard Drawing to be included in the plans.
10) Upon completion of the review of the final plans by Hidalgo County Precinct. 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.
11) Coordinate with Pct. 1 and other agencies as necessary.
12) Signing and Pavement Markings are to be shown on roadway P&P sheets as necessary.

B. FIELD DESIGN SURVEY SERVICES

SURVEYING

1) Topographic survey of entire project length including…
2) Topography of existing roadway and ditch within existing apparent ROW.
3) Topography shall include any existing drainage crossings.
4) Include flow lines, size and direction of drainage channels/structures
5) Include utilities
6) Perform one-call (Dig Tess) and identify and locate utilities (within Limits of R.O.W) as flagged/marked by utility companies.
7) Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains
8) 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.
9) Establish 2 benchmarks for project control.

Additional Services

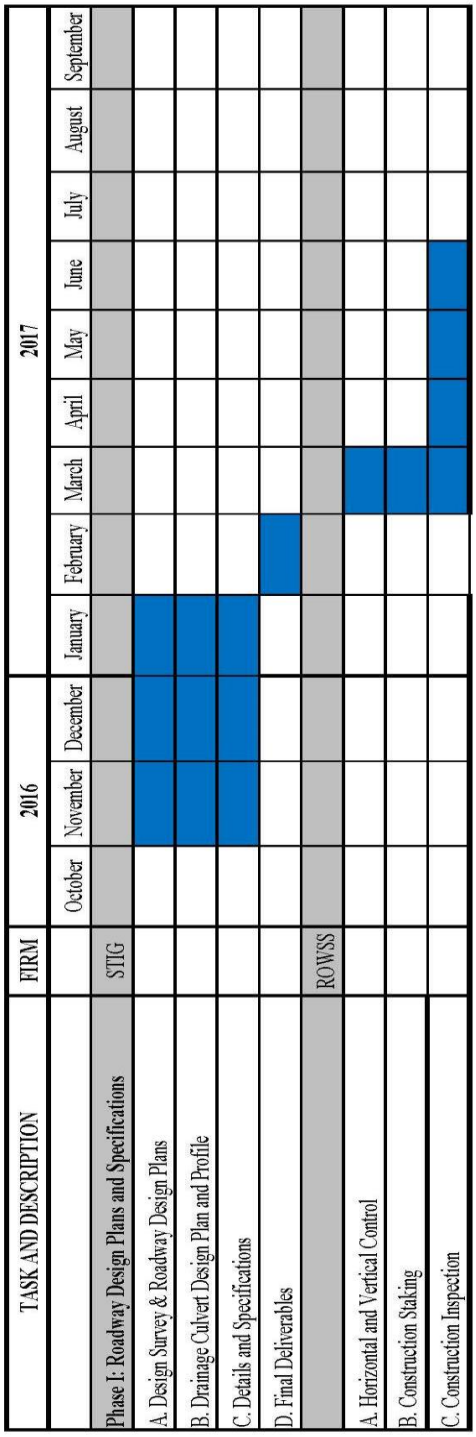
1) Prepare Bid Documents
2) Attend and Coordinate Pre-bid Conference
3) Evaluate Bids
4) Make Award Recommendation
5) Assist County with preparation of Contract Documents
6) Attend Pre-Construction Conference upon request by County

C) GEOTECHNICAL/CMT SERVICES(by others)

1) Pavement section design or testing prior to PS&E development
2) Construction materials testing during construction

EXHIBIT C
-WORK SCHEDULE

Exhibit "C"
Work Schedule
Sunflower Rd. Widening and Reconstruction
From Mile 17 to SH 107



TASK AND DESCRIPTION	FIRM	2016			2017								
		October	November	December	January	February	March	April	May	June	July	August	September
Phase I: Roadway Design Plans and Specifications	STTG												
A. Design Survey & Roadway Design Plans													
B. Drainage Culvert Design Plan and Profile													
C. Details and Specifications													
D. Final Deliverables													
	ROWSS												
A. Horizontal and Vertical Control													
B. Construction Staking													
C. Construction Inspection													

Exhibit D

-ESTIMATED MAN-HOUR BREAKDOWN

Exhibit "D-1"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT

Work Authorization No. 1

Highway: **Sunflower Rd. Project**				**South Texas Infrastructure Group, LLC**					
County: Hidalgo County, Texas									
From: Mile 17 to SH 107									
Description of Work:									
Fully-Loaded Hourly Wage Rates * (as defined below)	**PRINCIPAL**	**PROJECT MANAGER**	**PROJECT ENGINEER**	**EIT**	**SENIOR CADD TECHNICIAN**	**ENGINEERING TECHNICIAN**	**ADMIN/ CLERICAL**	**Total Hours**	**Cost**
TASK AND DESCRIPTION									
ROADWAY DESIGN CONTROLS (FC160)									
160. Geometric Design									
2.0 Develop Geometric Project Layout		0	2	2	4	4		12	$ 1,085.74
160.1 Roadway Design									
1.0 Design and Develop Horizontal Alignment - Mainlanes (PS&E)		0	4	8				12	$ 1,291.16
2.0 Design and Develop Horizontal Alignment - Cross Streets (PS&E)		0	4	8				12	$ 1,291.16
3.0 Develop Horizontal Alignment Data Sheet		0	1	3	2	2		8	$ 738.87
4.0 Design and Develop Vertical Alignment - Mainlanes (PS&E)		0	4	8				12	$ 1,291.16
5.0 Design and Develop Vertical Alignment - Cross Streets (PS&E)		0	2	4				6	$ 645.58
6.0 Design and Develop Roadway Geometric File (PS&E)		0	4	6				10	$ 1,095.16
7.0 Design Intersection Grading and Transitions		0	2	5				7	$ 743.58
8.0 Design and Develop Exist. & Prop. Cross Sections (Mainlanes)		0	4	5				9	$ 997.16
9.0 Design and Develop Exist. & Prop. Cross Sections (Cross Streets)		0	4	5				9	$ 997.16
10.0 Develop Plan and Profile Sheets		0	4	7	4	8		23	$ 2,135.48
11.0 Develop Intersection Layouts		0	2	2	6	6		16	$ 1,403.82
12.0 Develop Cross Section Layout Sheets		0	1	5	6			12	$ 1,111.79
13.0 Develop Driveway P&P Sheets		0	1	3	4	6		14	$ 1,210.03
14.0 Design and Develop Misc. Roadway Details		0	1	3	2	2		8	$ 738.87
15.0 Select Pertinent Roadway Standards		0	1	3	1	1		6	$ 579.83
160.4 Typical Sections									
1.0 Develop Existing and Proposed Typical Sections (Main)		0	2	2	4	5		13	$ 1,162.28
2.0 Develop Existing and Proposed Typical Sections (Cross Streets)		0	2	2	4	5		13	$ 1,162.28
3.0 QA/QC for Typical Sections		0						0	$ -
160.5 Cut and Fill Quantities									
1.0 Develop Earthwork Quantities for Mainlanes and Cross Streets			1	3				4	$ 420.79
160.7 Pavement Design (See Laboratory Fee Schedule)									
								0	$ -
Subtotal Hours	0	0	46	84	37	39	0	206	
Subtotal Cost	$0.00	$0.00	$5,832.34	$8,232.00	$3,052.50	$2,985.06	$0.00		$ 20,101.90

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

Exhibit "D-1"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT

Work Authorization No. 1

Fully-Loaded Hourly Wage Rates * (as defined below)	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	EIT	SENIOR CADD TECHNICIAN	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	Total Hours	Cost
TASK AND DESCRIPTION									
HOURLY RATE	$175.00	$152.15	$126.79	$98.00	$82.50	$76.54	$50.15		
DRAINAGE (FC161)									
161.1. Drainage Report									
1.0 Site Visit to Confirm Outfalls and Existing Drainage Infrastructure		0	0	2				2	$ 196.00
2.0 Obtain and Review Existing Hydrologic Models		0	1	1				2	$ 224.79
3.0 Review Drainage As-Builts		0	1	1				2	$ 224.79
4.0 Develop Exterior Drainage Area Boundaries		0	1	1				2	$ 224.79
5.0 Develop Interior Drainage Area Boundaries		0	1	1				2	$ 224.79
6.0 Compute Discharges for Exterior Drainage Areas		0	1	2				3	$ 322.79
7.0 Compute Discharges for Interior Drainage Areas		0	1	2				3	$ 322.79
161.3. Culvert and Storm Drain Design									
1.0 Design and Develop Hydraulic Computations for Outfall Channel		0	0	1				1	$ 98.00
2.0 Design and Develop Hydraulic Computations for 2 Culvert Crossings		0	0	1				1	$ 98.00
3.0 Design and Develop Hydraulic Computations for Storm Sewer System (1 System)		0	0	1	1			2	$ 180.50
4.0 Identify Areas requiring trench protection, shoring, and dewatering		0	0	1				1	$ 98.00
5.0 Develop Exterior Drainage Area Map Sheets		0	0	1	2	1		4	$ 339.54
6.0 Develop Interior Drainage Area Map Sheets		0	0	1	2	1		4	$ 339.54
7.0 Develop Hydrologic Computation Sheets		0	0	1	1	2		4	$ 333.58
8.0 Develop Storm Sewer Plan and Profile Sheets (1 System)		0	0	1	1	3		5	$ 410.12
9.0 Select pertinent Drainage Standards		0	0	1	1	1		3	$ 257.04
10.0 Prepare Drainage Details for outlet protection, etc.		0	0	1	1	1		3	$ 257.04
11.0 Identify Pipe Strength Requirements		0	0	1				1	$ 98.00
12.0 Identify Potential Utility Conflicts		0	0	1				1	$ 98.00
13.0 Develop Existing ground profiles at the ROW line (for storm sewer systems)		0	0	1				1	$ 98.00
14.0 Develop Hydraulic Data Sheets for Culvert Crossings		0	0	0	0	0		0	$ -
15.0 Develop Hydraulic Data Sheets for Storm Sewer Systems (1 System)		0	0	1	1	1		3	$ 257.04
161.5. Temporary Drainage Facilities									
1.0 Evaulate Traffic Control Plan for Temporary Drainage Facilities		0	0	0	0	0		0	$ -
2.0 Design and Develop Temporary Drainage Measures		0	0	0	0	0		0	$ -
Subtotal Hours	0	0	6	24	10	10	0	50	
Subtotal Cost	$0.00	$0.00	$760.74	$2,352.00	$825.00	$765.40	$0.00		$ 4,703.14

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

Exhibit "D-1"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT

Work Authorization No. 1

Fully-Loaded Hourly Wage Rates * (as defined below)	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	EIT	SENIOR CADD TECHNICIAN	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	Total Hours	Cost
TASK AND DESCRIPTION									
HOURLY RATE	**$175.00**	**$152.15**	**$126.79**	**$98.00**	**$82.50**	**$76.54**	**$50.15**		
SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (FC 162)									
162.1. Signing and Pavement Markings									
1.0 Field Visit and Inventory Exisiting Signs			1					1	$ 126.79
2.0 Design and Develop Signing and Pavement Marking Layouts			1	1		2		4	$ 377.87
3.0 Prepare Small Sign Summary			1	1		1		3	$ 301.33
4.0 Select Signing and Pavement Marking Standards			1	1		1		3	$ 301.33
Subtotal Hours	0	0	4	3	0	4	0	11	
Subtotal Cost	$0.00	$0.00	$507.16	$294.00	$0.00	$306.16	$0.00		$ 1,107.32

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

TASK AND DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	EIT	SENIOR CADD TECH.	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	Total Hours	Cost
MISCELLANEOUS (FC 163) **Hourly Rate***	**$175.00**	**$152.15**	**$126.79**	**$98.00**	**$82.50**	**$76.54**	**$50.15**		
163.2. Traffic Control Plan, Sequence of Construction									
1. Written narrative of Construction Sequencing & General Notes			1			1		2	$ 203.33
2. Develop Advanced Warning Sign Layouts			1			1		2	$ 203.33
3. Plan and Attend TCP Review Meeting		0	1					1	$ 126.79
4. TCP Sheets			1			1		2	$ 203.33
5. Develop Detour Layouts			1			1		2	$ 203.33
6. TCP Typical Sections			1			1		2	$ 203.33
7. Select TCP Standards			1			1		2	$ 203.33
163.5. SW3P Plans									
1. Develop SW3P Narrative			1			1		2	$ 203.33
2. Develop EPIC Sheet			1			1		2	$ 203.33
3. Develop SW3P Layouts			1			1		2	$ 203.33
4.Select SW3P Standards			1			1		2	$ 203.33
163.11. Specifications and General Notes									
1. Develop General Notes and Specifications			1					1	$ 126.79
163.12. General Plans & Task									
1. Develop Project Title Sheet						1		1	$ 76.54
2. Develop Index of Sheets								0	$ -
4. Develop PS&E Documentation (1002, etc.)			1					1	$ 126.79
Subtotal Hours	0	0	13	0	0	11	0	24	
Subtotal Cost	$0.00	$0.00	$1,648.27	$0.00	$0.00	$841.94	$0.00		$ 2,490.21

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

Exhibit "D-1"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT

Work Authorization No. 1

TASK AND DESCRIPTION	Project	PROJECT	SURVEY	4-MAN	3-MAN	2-MAN	ADMIN/	Total	Cost
	Principal	RPLS	TECHNICIAN	SURVEY CREW	SURVEY CREW	SURVEY CREW	CLERICAL	Hours	
Surveying FC(150) Hourly Rate*	**$124.00**	**$125.00**	**$82.00**	**$174.00**	**$155.00**	**$130.00**	**$50.00**		
A. Control Hz and Vt									
I. Primary Project Control									
i. Establish Primary Control	0	1	0	0	4	0	0	5	$ 745.00
II. Secondary Project Control									
i. Set additional secondary control points as needed	0	1	0	0	4	0	0	5	$ 745.00
ii. Horizontal values established with RTK or VRS	0	1	0	0	4	0	0	5	$ 745.00
iii. Vertical values established with digital level	0	1	0	0	2	0	0	3	$ 435.00
III. Setting benchmarks									
i. Setting Benchmarks @ 1500'(ft) intervals	0	1	0	0	2	0	0	3	$ 435.00
B. Design Surveys									
i. Topo and Cross-sections	0	1	4	0	6	0	0	11	$ 1,383.00
ii. Locate visible utilities	0	1	1	0	1	0	0	3	$ 362.00
iii. Utilities	0	0	1	1	1	0	0	3	$ 411.00
iv. Proposed CL on Existing	0	0	1	1	1	0	0	3	$ 411.00
v. Cross section intersecting streets	0	0	1	1	1	0	0	3	$ 411.00
vi. Drive ways and turnouts	0	1	1	1	1	0	0	4	$ 536.00
vii. Existing Storm Drain	0	0	1	1	1	0	0	3	$ 411.00
viii. Outfalls	0	0	1	1	0	0	0	2	$ 256.00
	0	1	1	1	1	0	0	4	$ 536.00
Subtotal Hours	0	9	12	7	29	0	0	53	
Subtotal Cost	$0.00	$1,125.00	$984.00	$1,218.00	$4,495.00	$0.00	$0.00		$ 7,822.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

OTHER DIRECT EXPENSES

	# OF UNITS	COST/UNIT						
Environmental Engineering								
163.13 **Utility Engineering Investigation based on the SUE from FC 150								
MILEAGE (current state rate)	500	$ 0.565						$282.50
MEALS (Overnight stay Required)		$ 36.00						$0.00
LODGING (taxes/fess not included)		$ 85.00						$0.00
11" x 17" B/W Paper Copies	500	$ 0.20						$100.00
								$0.00
								$0.00
SUBTOTAL DIRECT EXPENSES								**$382.50**

SUMMARY	
TOTAL ENGINEERING DESIGN COSTS	**$ 28,402.57**
TOTAL DESIGN SURVEY COSTS	**$ 7,822.00**
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIMEONLY	**$ 382.50**
SUBCONSULTANT TOTAL	**$ -**
GRAND TOTAL LUMP SUM BASIS OF PAYMENT	**$ 36,607.07**

SOUTH TEXAS INFRASTRUCTURE GROUP

October 18, 2016

Hidalgo County Purchasing Department
Attn: Ms. Leticia H. Saenz, CPPB/Contract Manager
2812 S. Business Highway 83
Edinburg, Texas 78539

RE: Sunflower Road Precinct No. 4
Contract No. C-16-369-10-25

Dear Ms. Saenz,

Please be advised that South Texas Infrastructure Group, L.L.C. is sub-contracting R.O.W. Surveying Services, L.L.C. for all land surveying services for the Sunflower Road Project between SH 107 and Mile 17 located in Hidalgo County Precinct No. 4.

If you have any questions, please let us know. I may be reached at (956) 451-2670.

Sincerely,



Julio Cerda, P.E.
President

TBPE Reg. #: F-15000
DBE #: 25253 / HUB #: 1462094308500
900 S. Stewart Road, Suite 13 -- Mission, TX 78572
PH 956.424.3335 -- FX 956.424-3132

Exhibit G

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2016

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: Leticia Gallegos
Higginbotham Insurance Agency, Inc. 1400 N. McColl Rd #105 McAllen TX 78501	PHONE (A/C, No, Ext): 956-668-3516 FAX (A/C, No): 956-687-1286 E-MAIL ADDRESS: Leticia.Gallegos@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company, LTD	11000
INSURER B : Trumbull Insurance Compamy	27120
INSURER C : Underwriters at Lloyds, London	32727
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: SOUTH367
South Texas Infrastructure Group LLC;
R.O.W. Surveying Services LLC
900 S Stewart #13
Mission TX 78572

COVERAGES **CERTIFICATE NUMBER:** 578277248 **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:			65SBAIX7735	4/10/2016	4/10/2017	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 $ $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			65UECAW2107	4/10/2016	4/10/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			65WBCAH9283	4/10/2016	4/10/2017	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
C	Professional Liability			ANE133704516	4/10/2016	4/10/2017	Per Claim General 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)

Additional Insured as respects to General Liability and Auto Liability.
Waiver of Subrogation applies in favor of General Liability, Auto Liability and Workers Compensation, as permitted by law.

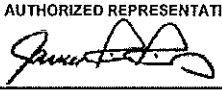
CERTIFICATE HOLDER

Hidalgo County
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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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:
2016-122997

Date Filed:
10/12/2016

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 Infrastructure Group, L.L.C.
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

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-16-369-10-25
Sunflower Road

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.

ALICIA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
August 28, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Julio Cerda, this the 12th day of October, 2016, 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
Alicia Rodriguez	Alicia Rodriguez	Notary

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:
2016-126334

Date Filed:
10/19/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
R.O.W. Surveying Services, L.L.C.
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

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-16-369-10-25 (WA#1)
Sunflower Road Project Precinct 4

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
South Texas Infrastructure Group, L.L.C.	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.

ALICIA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
August 28, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Julio Cerda, this the 19th day of October, 20 16, to certify which, witness my hand and seal of office.

Alicia Rodriguez — Signature of officer administering oath
Alicia Rodriguez — Printed name of officer administering oath
Notary — 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:
2016-126334

Date Filed:
10/19/2016

Date Acknowledged:
10/20/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

R.O.W. Surveying Services, L.L.C.
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

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-16-369-10-25 (WA#1)
Sunflower Road Project Precinct 4

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
South Texas Infrastructure Group, L.L.C.	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

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:
2016-122997

Date Filed:
10/12/2016

Date Acknowledged:
10/17/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

South Texas Infrastructure Group, L.L.C.
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

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-16-369-10-25
Sunflower Road

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

AI-56975 **Purchasing Department** **24. G. 1.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;
b. Requesting approval of agreement if applicable for "On-line Research Services" with Lexis Nexis for the District Judges.

BACKGROUND

*Still Pending Form 1295. Vendor is waiting on notarizing document and will submit as soon as possible.
*Subject to Commissioners' Court approval. Legal has stated he cannot approve agreement due to vendor not modifying the terms and conditions to follow Texas Law instead of New York . Please see legal response attached.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-412-00-00X-001-0-340

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

BUDGETARY IMPACT:

206TH DC (004-001) - Funds available as of 10/21/16
332ND DC (006-001) - Funds available as of 10/21/16

Attachments

Lexis Nexis-Contract
Lexis Nexis-Terms & Conditions
Lexis Nexis Response on Terms and Conditions
Legal Review
Form 1295

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2016 03:23 PM

Merlen P. Munoz	Merlen P. Munoz	10/21/2016 04:58 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Rocio Villarreal		Started On: 10/20/2016 02:13 PM
Final Approval Date: 10/21/2016		

SLGovt

RENEW YOUR LEXISNEXIS SUBSCRIPTION
NOW BY SIGNING THIS LETTER AGREEMENT

Thank you for using LexisNexis as your provider of dynamic, up-to-date news, legal and business information. We are dedicated to giving you the cutting edge you need to thrive in today's business environment. Currently you are using the LexisNexis services pursuant to a Subscription Plan Amendment (the "Amendment") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The fixed-rate Amendment offers you significant savings over transactional or "pay-as-you-go" pricing. However, your Amendment will expire soon.

By signing below, you may extend the term for the following period at the new monthly commitment rate indicated below:

Customer Name:	Hidalgo County - District Judges	**Account Number:**	109ZN6

	Extension Period				**Monthly Commitment**
Beginning	**11/1/2016**	**to**	**10/31/2017**	**$**	**316**
Beginning		**to**		**$**	
Beginning		**to**		**$**	
Beginning		**to**		**$**	
Beginning		**to**		**$**	

Current Number of Attorneys/Judges: _____

Current Number of Other Government Professionals: _____

This letter agreement shall also serve as your acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

These changes will be effective on 11/1/2016. Except as expressly stated above, all other terms of the Amendment will remain unchanged and unaffected by this letter amendment.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Andrew Aldenderfer Account Manager 937-247-8129	866-960-2857 (FAX) andrew.aldenderfer@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of attorneys and judges in your office along with the total of other government professionals then sign and date. Upon completion, return the signed letter amendment to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter amendment no later than the 20th of October.

If you do not respond to this letter, please be advised that the Amendment will expire at the end of the current commitment period and you will be charged standard, transactional rates for use of the LexisNexis Services.

Customer Name: Hidalgo County - District Judges

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Terms & Conditions

of use for the LexisNexis Services

Supplemental Terms

NOTICE: THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR USE OF THE LEXISNEXIS ONLINE SERVICES IF YOU ARE AN AUTHORIZED USER IN AN ORGANIZATION THAT HAS ACCEPTED THESE TERMS IN WRITING. OTHERWISE, YOUR USE OF THE ONLINE SERVICES IS SUBJECT TO THE TERMS AND CONDITIONS EXECUTED BETWEEN YOUR ORGANIZATION AND LEXISNEXIS.

TERMS & CONDITIONS FOR USE OF THE ONLINE SERVICES
April 11, 2016

The terms and conditions listed below govern use of the online services (the "Online Services") and materials available therein ("Materials") provided by LexisNexis, a division of RELX Inc. and its affiliated companies (collectively "LN"). The terms "you" and "your" in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into a Subscription Agreement with LN. The "Subscription Agreement" shall consist of these General Terms and Conditions, and the standard, transactional rates applicable to you (the "Price Schedule").

1. GRANT OF RIGHTS; RESTRICTIONS ON USE

1.1 You and your Authorized Users (defined below in Section 2.1) are granted a nonexclusive, nontransferable, limited right to access and use for research purposes the Online Services and Materials made available to you. The rights granted to each Authorized User are as follows:

(a) The right to electronically display Materials retrieved from the Online Services for the Authorized User's individual use (e.g., no Authorized User may network others via LANs, WANs, intranets or the Internet), subject to the Supplemental Terms for Specific Materials("Supplemental Terms"). Notwithstanding the foregoing, an Authorized User may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes to other Authorized Users so long as the Authorized Users are in the same physical location and the mode of display is not through the Internet, an intranet or other types of networking communication like LANs or WANs;

(b) The right to email, fax, download or make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other means (collectively, “Authorized Printouts”);

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for use of the LexisNexis Services

December 9, 2011
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Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Lexis Nexis-County District Judges

From : Andrew Aldenderfer (LNG-DAY) <andrew.aldenderfer@lexisnexis.com> Wed, Oct 12, 2016 05:35 AM

Subject : RE: Lexis Nexis-County District Judges

To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Hi Rocio,

I am sorry but we are not able to modify the terms and conditions paperwork.

Thanks,
Andrew

Andrew Aldenderfer
Client Manager – State & Local Government
LexisNexis | Legal & Professional
Phone: (937) 247-8129
Fax: (866) 960-2857

-----Original Message-----
From: Rocio Villarreal
[mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, October 11, 2016 6:01 PM
To: Aldenderfer, Andrew (LNG-DAY)
Subject: Re: Lexis Nexis-County District Judges

Good Afternoon Andrew:

Our legal counsel is requesting for some minor changes on the terms. Before I send you the request, can you please advise if its allowable for modifications on the terms and conditions?

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

----- Original Message -----
From: "Andrew Aldenderfer (LNG-DAY)"
<andrew.aldenderfer@lexisnexis.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, September 30, 2016 6:20:49 AM
Subject: RE: Lexis Nexis-County District Judges

Hi Rocio,

I will be happy to supply the terms and conditions in a word document form for you. Please find this document attached.

Thanks,
Andrew

Andrew Aldenderfer
Client Manager – State & Local Government LexisNexis | Legal & Professional
Phone: (937) 247-8129
Fax: (866) 960-2857

-----Original Message-----
From: Rocio Villarreal
[mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, September 30, 2016 6:57 AM
To: Aldenderfer, Andrew (LNG-DAY)
Subject: Fwd: Lexis Nexis-County District Judges

Good morning Andrew.

Our legal is requesting if the new general terms and conditions can be provided in document form rather in a link to website as srated in the agreement.

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

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Online services

From : Steve Crain <scrain@atlashall.com> Wed, Oct 12, 2016 09:46 AM
Subject : RE: Online services
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Then the County has a business decision to make. I cannot approve the agreement.

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, October 12, 2016 8:07 AM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Online services

Mr. Crain:

Lexis Nexis terms are not able to be modified as per the company's representative.

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

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, October 7, 2016 1:23:11 PM
Subject: Online services

Good afternoon Rocio:

contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

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:
2016-126994

Date Filed:
10/21/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RELX, Inc.
Miamisburg, OH 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 District Judges

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.
109ZN6
Online legal research

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Aldenderfer, Andrew	Miamisburg, OH 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 Josh Roslan, this the 21st day of October, 2016, to certify which, witness my hand and seal of office.

LANCE S. SALYERS, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-56871 **Purchasing Department** **24. H. 1.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of Final negotiated contract with Securus Technologies Inc. for Inmate Pay Telephone System & Services" for H.C. Sheriff's Office in connection with RFP: 2016-097-07-27.

BACKGROUND

Contract Effective Dates: 11/05/2016 thru 11/04/2018

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-360-00-000-001-0-000

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

BUDGETARY IMPACT:

As per Exhibit B vendor will pay the county 91% pay phone commission flat rate of gross bill revenue for local & long distance calls made by inmates.

Attachments

C-16-097-10-25-SECURUS

LEGALS-OKAY

Form 1295

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/12/2016 03:58 PM
Final Approval	Veronica Ortiz	10/12/2016 03:59 PM
Budget & Management	Veronica Ortiz	10/12/2016 04:00 PM
Ivan Cantu	Ivan Cantu	10/13/2016 09:34 AM

Form Started By: Yolanda Velasquez Started On: 10/12/2016 11:00 AM

Final Approval Date: 10/13/2016

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT

C-16-097-10-25

THIS CONTRACT is made and entered into this 25th day of October, 2016 by and between the **County of Hidalgo**, Texas ("County"), and Securus Technologies, INC (Company").

WHEREAS, Company responded to request for bids for "Inmate Pay Telephone System & Services" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning November 05, 2016 and ending November 04, 2018 and may be extended at the sole discretion of County for an additional three (3)-one (1) year terms, unless this Contract is terminated pursuant to the

provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons

connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County

has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano St. 2nd Floor
Edinburg, Texas 78539

If to Company **Securus Technologies, INC**
Attn: Robert E. Pickens
14651 Dallas Parkway, Ste 600
Dallas, Texas 75254

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the

contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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

19. Commitment of Current Revenues Only. In the event that, during any term hereof,

the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

20. Immunities: Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this_____ day of_____, 2016.

COUNTY OF HIDALGO

ATTEST:

By:_____

Ramon Garcia, County Judge

_____

Arturo Guajardo, Jr. County Clerk

COMPANY:

Securus Technologies, INC

By:_____

Robert E. Pickens, President

Approved by Commissioners Court on: _____, 2016

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez L.L.P.

By:_____

Stephen L. Crain, Attorney

EXHIBIT “A”
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

DATE: July 11, 2016

_____

_____

_____

_____

Re: **HIDALGO COUNTY DEPARTMENT**
Request for Proposals –**"Inmate Pay Telephone System & Services "**
RFP NO: 2016-097-07-27-YZV

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR PROPOSAL (RFP)

TABLE OF CONTENTS

HIDALGO COUNTY-Sheriff's Office

"Inmate Pay Telephone System & Services"
RFP NO: 2016-097-07-27-YZV

ITEM	DESCRIPTION	NO. OF PAGES
1.	**Request for Proposal Letter**	**1**
2.	**Request for Proposal , Legal Notice**	**8**
3.	**Exhibit A & A-1, Requirements/Scope of Services**	**40**
4.	**Exhibit B, Evaluation Form**	**2**
5.	**Exhibit C, Insurance Requirements,**	**4**
6.	**Exhibit D,CIQ Conflict of Interest Questionnaire**	**2**
7.	**Exhibit E, Proposer's Affidavit**	**1**
8.	**Vendor/Bidder Application and W-9 form**	**6**
9.	**Certification Regarding Debarment**	**1**
10.	**Draft Requirements Agreement**	**14**

The above mentioned items shall be found in the Request for Proposal (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

July 11, 2016
Date

REQUEST FOR PROPOSALS

Hidalgo County-Sheriff's Office
Edinburg, Texas

"Inmate Pay Telephone System & Services"
(All funding sources)

July 27, 2016 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

1) Sealed proposals will be received for **"Hidalgo County-Sheriff's Office- Inmate Pay Telephone System & Services",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2) **One (1) original and seven (7) copie**s of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2016-097-07-27-YZV -Hidalgo County-Sheriff Office "Inmate Pay Telephone System & Services"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, July 27, 2016.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2016-097-07-27-YZV - Hidalgo County-Sheriff Office- Inmate Pay Telephone System & Services"

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3) Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** Award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4) Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5) For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7) No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9) Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10) County reserves the right to accept or reject any or all proposals.

11) Costs are to be net F.O.B., County Prepaid.

12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15) DELIVERY INSTRUCTIONS FOR GOODS AND SERVICES: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16) BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)
  d) Notation-**"Hidalgo County-Sheriff's Office- Inmate Pay Telephone System & Services "**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17) SCHEDULE OF EVENTS:

Proposal Acceptance Date Opening, 9:30 A.M.	**July 27, 2016**
Award of Contract:	
Commence Service or Products:	

18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT(IF APPLICABLE):

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. Register at SAMs System for Award Management @ www.sam.gov**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19) **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal 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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Complete Form CIQ must be sumitted to the Hidalgo County Clerk's Office located at 100 North. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. 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 RFP 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 RFP Project No.2016-097-07-27, 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.velasque@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 proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23) Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24) Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25) Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26) Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;

B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

28) Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

29) Successful proposer 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 Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32) Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

33) Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

HIDALGO COUNTY
(all funding sources)
"Inmate Pay Telephone System & Services"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

FIRM: _____

ADDRESS: _____

BY: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT "A"

HIDALGO COUNTY ADULT DETENTION FACILITY
"INMATE PAY TELEPHONE SYSTEM & SERVICES"
REQUEST FOR PROPOSALS
RFP NO: 2016-097-07-27-YZV

Hidalgo County is seeking sealed proposals from qualified vendors to provide telephone equipment and services for LOCAL, INTRALATA, INTERLATA COINLESS **"INMATE PAY TELEPHONE SYSTEMS AND SERVICES FOR THE HIDALGO COUNTY ADULT DETENTION FACILITY".** The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "Inmate Pay Telephone Services for the Adult Detention Facility" as specified herein. Sealed proposals will be accepted until **9:30 a.m., Wednesday, July 27, 2016. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP № **2016-097-07-27-YZV**
Martha L. Salazar, CPPB, H.C. Purchasing Agent
Hidalgo County New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP № 2016-097-07-27-YZV
Hidalgo County – Adult Detention Facility
"INMATE PAY TELEPHONE SYSTEM & SERVICES"

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 So., Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **NO FACSIMILES OR LATE ARIVALS WILL BE ACCEPTED ANY PROPSAL 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 PACKAKE WITH REFERENCE TO: "RFP № 2016-097-07-27-YZV HIDALGO COUNTY ADULT DETENTION FACILITY "INMATE PAY TELEPHONE SYSTEMS & SERVICES"**

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO yolanda.velasquez@co.hidalgo.tx.us **BY NO LATER THAN Wednesday, July 20, 2016 at 5:00 p.m. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, July 22, 2016. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "E" certifying that the submission is **(1)** not the result of Collusion as described in the Proposer's Affidavit; **(2)** that the Respondent does not have a Conflict of Interest as described in 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-COLLUSION:
Submitters, by submitting the signed Proposer's Affidavit, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or provider engaged in the same line

of business or commerce, or any other fraudulent act punishable under Texas or United States Law.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to thoroughly review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo county reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

TERM:
The initial term shall be for a period of two (2) years, with contract commencing upon termination of current contract and with the County's option to extend for three (3) additional one (1) year terms under the same rates, terms and conditions and/or scope of services. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next contract term.

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and ten (10) copies** of the RFP shall be submitted to the address on the cover letter.

SITE VISIT (WALK-THRU) PRESENTATIONS, DEMONSTRATIONS AND TESTING

A pre-proposal conference (walk thru) will be held at the County of Hidalgo Adult Detention Facility located at 711 El Cibolo Rd. in Edinburg TX. 78504 on **Monday, July 18, 2016 at time 2:00 P.M. at this time the Presentations/Demonstrations will be scheduled.**

IT IS UNDERSTOOD that Hidalgo County reserves the right to reject any or all proposals as it shall deem to be in the best interest of the County. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation taking into consideration the relative importance of commission rates, services and other evaluation factors set forth in the request for proposals.

APPLICABLE LAWS

The contract shall be constructed according to the laws of the STATE OF TEXAS and Hidalgo County. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract, the awarded, is performable in Hidalgo County.

QUESTIONS REGARDING THIS R.F.P.

Hidalgo County is bound by statements made or information given during the procurement consideration and award ONLY when such statements or information are written and executed under authority of Hidalgo County Commissioner's Court.

This provision exists solely for the convenience and administrative efficiency of Hidalgo County. No proposer or other third party gains any rights by virtue of this provisions or the application thereof, nor shall any proposer or third party have any standing to sue or cause an action arising here from.

PERFORMANCE BOND

The successful bidder must furnish a performance bond in the form of a bond issued by a surety company authorized to do business in the State of Texas, a Cashier's Check or Irrevocable Letter of Credit issued by a Federally insured banking institution to the County of Hidalgo within ten (10) calendar days after award of the contract, and prior to any installation work or equipment delivery. The performance bond must be made payable to Hidalgo County in the amount of **TWENTY THOUSAND DOLLARS ($20,000.00)** and will be retained during the full period of the contract and/or renewals. No personal or company checks are acceptable. The contract number and dates of performance must be specified in the performance bond. In the event that Hidalgo County exercises its option to extend the contract for an additional period, the contractor shall be required to maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the contract renewal.

AMERICAN WITH DISABILITIES ACT

In connection with the furnishings of goods and services under this contract, the Vendor and Vendor's subcontractors shall comply with all applicable requirements and provisions of the American with Disabilities Act (ADA).

ASSIGNMENT OF CONTRACT

The services to be performed by the Vendor shall not be assigned, sublet, or transferred without prior written approval of the County, nor shall the Vendor assign any monies due or to become due to him under any contract entered into with the County pursuant to these specifications, without prior written approval of the County

TERMS AND CONDITIONS

The County reserves the right to accept and/or reject any or all proposals, with or without cause, to waive any technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within fifteen (15) days after the award of the proposal.

The County reserves the right to request clarification of information submitted and to request additional information from one or more proposers. The decision of the County is final and binding.

Proposal must be valid for ninety (90) days and shall constitute an irrevocable order to provide the products and services set forth in the Request For Proposals until one or more contracts have been awarded.

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed on to the County.

All compensation to the county will be in the form of monthly commission payments only. No signing bonuses, equipment, gifts, or favors of any kind will be considered or accepted. Offering of such items may cause your proposal to be rejected and eliminated from consideration.

All records, documents and information collected and/or maintained by others in the course of the preparation of this proposal shall be made accessible to the County for purposes of inspection, reproduction, and audit without restriction. The proposed Vendor shall agree that the County or its designees may audit, examine, and copy any and all books, records, and information relating to the proposed Vendor's services at no additional cost to Hidalgo County. Also the proposed vendor must maintain all records until the contract is awarded.

INSURANCE AND LIABILITY REQUIREMENTS

Successful vendor shall defend, indemnify and save harmless Hidalgo 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 agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment and costs which may be obtained against Hidalgo County growing out of such injury or damages.

CAUSE FOR TERMINATION

In the event that the Vendor shall fail to perform, keep and observe any of the terms, covenants and conditions of the contract to be performed, the County shall give the Vendor written notice of such default and in the event said default is not remedied to the satisfaction and approval of the County within thirty (30) calendar days of receipt of such notice by the Vendor, the Vendor shall have no right to further perform under this contract.

The County, at its sole discretion, may terminate this contract, if in the County's opinion, the Vendor is carrying out the terms of the Contract in an unreasonable, unprofessional, or unworkmanlike manner. Said termination notice for this particular reason shall occur upon the provision of written notice at least thirty (30) calendar days in advance of the date of the proposed termination.

Should the Vendor for any reason become unable to complete the work called for by virtue of the Agreement for Inmate Telephone Service, the County may, in its sole discretion, call the performance bond due, in full, as and for such nonperformance, and/or as liquidated damages.

VENDOR SELECTION CHALLENGE

If a vendor should desire to challenge the County Commissioners' award decision for this RFP, the appealing vendor shall post a bond, naming Hidalgo County as the protected party, in the amount of Fifteen Thousand Dollars ($15,000.00). This bond will be forfeited to Hidalgo County in the event the appeal is denied. Further,

the appealing vendor shall bear all costs of the appeal process and all costs to provide any temporary Inmate Telephone Service.

HISTORICAL DATA APPROACH

Describe how your firm plans to approach this project to ensure your work meets and continues to provide for the needs of the County as expressed in the list below and the Scope Of Work section.

1) Fully describe the installation requirements necessary for your proposed equipment and services.

2) What environmental conditions must be in place for your equipment to function properly?

3) Vendor must submit an implementation plan containing all steps and time frames for installation of telephone sets, common equipment, local access lines, long distance carrier service, and any other factors affecting the installation process. (Fully documented Pert/Gnatt charts are acceptable.) This implementation plan will become a part of the contract and must be followed. All telephones must be "cut over" operational and removed within five (5) working days of the proposed cut over date.

4) Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the facility are at the risk of the contractor. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under by the successful bidder, becomes the county's upon termination and/or expiration of contract.

5) Please explain how your company provides remote diagnostics, programming, polling and system alarm reporting.

6) The successful bidder must provide all necessary labor, parts, materials, and transportation to maintain all inmate telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract. No charge may be made to Hidalgo County for maintenance of the system. The Vendor will provide, at no cost to Hidalgo County, any system upgrades, or additional features developed in a timely manner as required by the County.

7) For repair service, the Vendor must respond by arriving on premises anytime during a twenty-four (24) hour per day basis, three hundred and sixty-five (365) days of the year. All repairs or replacements must be started within four (4) hours following a service request. A complete list of contractors/subcontractors managers, administrators, technicians, etc.. must be provided to Hidalgo County. This includes a complete list of business, cellular and beeper numbers; the Vendor's management home and emergency phone numbers must also be furnished. Provide a copy of your current repair procedure policy for both normal maintenance and emergency outages.

8) A toll-free reporting number, answered twenty-four (24) hours a day, 365 days a year, must be provided to Hidalgo County for trouble reporting and service requests.

INMATE CALLING SYSTEM SPECIFICATIONS

This section of the Request for Proposal (RFP) shall set forth the technical specifications for the service and equipment sought in this invitation. All items using the terms "must". "shall", or "will" are considered mandatory. Failure to fully comply with such items will be considered appropriate grounds for proposal rejection. Items using the terms "may" or "should" are deemed to be desirable features, but not mandatory requirements. All bidders must address each and every item individually with a complete response detailing how the proposed equipment meets the specification.

1.0 PHYSICAL INSTALLATION REQUIREMENTS

Proposer should include all equipment, including telephone sets, necessary for the operation of the Inmate Telephone System and insure that said equipment for the system meets all applicable regulations.

Although a minimum of space is available for installation, all Inmate Call Processors shall be of the design specified for "on site" installation

A. The Inmate Call Processor (ICP) shall be of compact design requiring a minimum of wall and floor space. Bidder must submit a scale drawing of the installed space required.

B. Each ICP managing up to fifty-three (53) inmate phones shall be powered by no more than a single, standard, unconditioned, 115-volt, 60Hz power source drawing no more than 300 watts.

C. Each ICP shall be equipped with an internal IJL listed power supply that is tolerant of line transients, momentary surges, and short duration *drop such* that inmate phone operation continues in the presence of such common disturbances. No auxiliary 115 volt power cords, external power supplies, or AC-to-DC converters shall be required to support the system.

D. All wiring and connections to the ICPs shall be made using vendor supplied standard, 66-type punch-down termination blocks that provide up to 25 wire pairs of station, trunk and modern line connections. Only the termination blocks shall be allowed to be mounted on the **walls** of the equipment room.

E. Each ICP must utilize external cabling, (outside of the ICP cabinet) to accommodate a single heavy gauge water pipe or lightning strike ground for the JCPs and any lightning protection components inside. NO external fuses or other user-replaceable protective devices shall be required or permitted on power, modem, station or trunk wiring.

2.0 BASIC SYSTEM FUNCTIONAL REQUIREMENTS

A. The ICP must provide fully automated collect calling without the need for live operator intervention or the use of central office-based automated operator technology.

B. Inmate Telephone Compatibility

The inmate call processor shall be able to connect to any standard telephone instruments with a hook switch, handset and 12 button keypad including "ruggedized"; line-powered- telephones specifically designed for use in correctional facilities.

C. Voice Prompts and Messages

The ICP shall offer clear and concise voice prompts in both English and Spanish. Voice prompts must be given in short sentences with meaningful instruction for operation of the System. Beeps, tones' and other non-voice sounds shall not be permitted as substitutes for Voice instructions, except when standard sounds such as dial tone,

ringing, busy signals, on-hold and intercept tones are appropriate. Phone signature, printed hand-outs, and video training tapes are not an acceptable alternate to a complete range of voice prompts and messages.

D. Fraud/Abuse Control

The ICP must include the following fraud control features:

Inmate switch-hook detection (and subsequent disconnect) during connected call period. Call detail reports must reflect reason for disconnect.

Voice overlay recording alerting called party and any conference-in 3rd party, that they are speaking to an inmate from a correctional facility. Overlay recording must be random and remotely adjustable for optimal fraud prevention.

Incoming call block. The ICP must not respond to incoming ring signaling on any of its trunks used for placing the outbound inmate collect calls. No signaling or ringing of the inmate station phones shall result from an incoming ring on a trunk.

Sound Path Options - The ICP must allow for blocking or allowing the sound path to the *inmate* phone during call placement and during the time when the ICP is requesting acceptance of the collect call charges. If the sound *path* is blocked, the inmate will be given call progress tones to indicate that the call is being connected until such time as positive acceptance is detected and the voice path is opened.

Frequently Called Number Blocking - The ICP must provide for blocking of call attempts is to a specified for a specified item for a specified time once a specified threshold is met. This threshold must be remotely or locally programmable upon demand.

Live Operator Access Blocking - Access to alive operator must be blocked at all times without exception.

Call Blocking - The ICP must have the capacity to block 500,000 specified telephone numbers or groups of numbers from inmate access. This feature must be remotely programmable.

E. Operating Hours Limitation

The ICP must offer flexible control over the operating hours of each inmate phone. This feature must be remotely programmable.

F. Call Duration Limitation

The ICP must offer flexible control over the duration of each inmate call. This features have the ability to specify call duration by call type. This feature must be remotely programmable.

G. Positive Call Acceptance

The ICP must not deem a call to be accepted until such time as the call recipient acknowledges receipt by dialing a system-recognized digit on a touch-tone or rotary telephone. The ICP must be able to distinguish such a signal from line noise such as

"pops" of "clicks" (i.e. answering machines.) Voice recognition is not an acceptable from of positive acceptance.

H. Inmate Identification Option

The ICP must allow for the use of inmate identification numbers as an alternate method of inmate call control. This feature must allow the facility to select the length of the ID code which may be anywhere between four and twenty digits in length. Each PIN must be identified by an "allowed" calling list and must also have the option of functioning with an open calling list that works in conjunction with the blocked list feature. In addition, the PIN feature must be flexible enough to easily allow its use on specified phones only-without the need for additional equipment or external devices.

I. On-Site Administration

If desired, the ICP must have an option which allows for an on-site administration terminal.

This terminal must have the following features:

It must be connected to the ICP via a commercially available, reliable, high-speed, Novell-Type LAN.

Its operational status must not affect the ICP's normal operations in any way.

It must allow for multi-level passwords.

It must allow facility personnel to manage call block lists and disable inmate phones on a real time basis.

It must allow facility personnel to enable free calls to specified numbers (legal aid, etc.)

The installation must allow for multiple administration terminals if needed.

Data entry and retrieval of *records* in ASCII formatted files from each station.

J. Monitoring and Recording

The ICP must provide an option for audio monitoring of inmate calls and for selective call recording. Such monitoring and recording options must be able to be administered from the ICP administrative terminal without the need for multiple administrative terminals.

Monitoring and Recording must be disabled for specified "privileged" calls to attorneys without the need for additional external equipment to perform this screening function.

Every collect phone call shall have a recording, telling the called party exactly what they will be charged for the call. This must be in English and Spanish.

County is asking for one (1) workstation to be located in Internal Affairs (IA) and install the call monitoring system on all three (3) IAD computers for emergency shutdowns,

etc. and will further require remote access for additional jail personnel on their county owned computes.

Recorded calls must be easily retrievable and must be archived on a reliable digital media such as DAT Cassette tapes.

Must offer specialized remote monitoring stations with call detail viewing capability and silent monitoring of selected conversations. Such stations must be appropriate for use in specialized settings such as guard towers and security monitoring stations.

Web secured access required. Currently we have access to the system to find out where they made the call from how long, and when via the internet.

K. Trunk Switching and Call Routing

To minimize the cost of providing service to the facility, bidders are to utilize only the quantity of trunks Justified by the actual facility traffic. Busy hour grade of service shall be P.02 or better. The equipment *to* perform this concentration function must be an integrated feature of the IPS. **NO EXTERNAL ROUTING DEVICES** (such as PBX equipment or the like) may be used. Integrated trunk selection that is to the ICP is the only acceptable means of accomplishing this feature.

3.0 MAINTENANCE AND SUPPORT

The proposed equipment must be fully supported by remote maintenance. This must include the ability to test trunks and phones and to place test calls without sending a technician to the site. For security reasons, site repair visits must be kept to an absolute minimum with most repairs and service issues being resolved via remote access.

Other Maintenance and Support Requirements Include:

A. Remote diagnostics and repair without affecting calls in progress or system operations

B. Automatic 24 hour trunk disable when trunk out of service condition encountered.

C. 24 hour. 365 day repair and maintenance assistance.

D. System must NOT require on-site intervention for re-boot.

E. System must not require replacement of fuses, batteries, and other peripheral hardware.

4.0 CALL DETAIL REPORTING AND STORAGE

The ICP must provide for on-site storage of call detail information. Other requirements include:

A. On-site storage capacity of up to one (1) year's worth of call records

B. Real-time call activity viewing capability

C. Real-time reporting of stored activity

D. Automatic call record protection via nightly polling.

E. Flexible call detail reporting by PIN, dialed number, phone, or trunk

F. Each record must include call result detail in easy-to understand terms. For example: Busy, No Answer, Normal Call Ending, Time Expiration, etc....

G. Retention of call detail in the event of a power failure

H. Storage of records and call recordings can be stored at your facility and "online". County also requires backup for Redundancy, Emergencies and Shutdowns and when down time has occurred with our T1's or internal problems with out internet.

5.0 PROPOSER'S EXPERIENCE

Proposers must have extensive positive experience with the provision of inmate phone services to similar institutions. Specifically:

A. Proposers must provide five correctional facility references that currently utilize the proposed equipment for inmate calling. Contact names and telephone numbers must also be provided.

B. Proposers must provide a list of all Texas correctional facilities previously served and the reason they are no longer customers. Contact names and telephone numbers must also be provided.

C. Proposers must provide the following information for the ICP manufacturer: total number of inmate phone system in service, average number of months in service, and the average number of phones per site for the manufacturer's entire customer base.

D. Proposers must clarify its relationship with the manufacturer as it pertains to the ability to support the proposed hardware and software throughout the contract term and any extensions thereto.

UNBILLABLE CALLS

The selected Vendor shall not charge or bill for incomplete or non-accepted collect calls. The County will not be responsible for any unbillable, uncollectible, or fraudulent telephones calls nor shall any revenues be deducted from the county's commission in payment for such calls. The selected Vendor will bear sole responsibility for the collection of such calls and the costs associated with the collection. No calls will be blocked because of the lack of a billing agreement with a local exchange carrier. Universal calling and billing of all calls is required within the Continental United States.

Prepaid Collect System must be able to allow for pre-paid collect calls. Funds will be paid into commissary account and credit issued through call processing equipment.

Prepaid Debit System must be able to allow for prepaid debit card.

COMMISSION AMOUNT AND PAYMENT

The selected Vendor will pay commissions to Hidalgo County a firm, fixed percentage of gross revenue on **ALL** calls originated from the Hidalgo County Jail Facilities. **APPENDIX A, PROPOSAL RESPONSE SHEET** provides space to record the percentage of commission to be paid on each call. Gross revenue is defined as the total revenue earned from usage charges **BEFORE** operational costs are deducted. That is, total revenue due from customers before uncollectible, billing fees, or any other costs or payments to suppliers are disbursed.

Commission will be due and payment expected by the twenty-fifth (25) day following the last day of the month in which the call generating the revenue is completed.

COSTS TO THE COUNTY

There will be no one time, monthly, or reoccurring costs for facilities rearrangement, Vendor reimbursable expenses, line or access charges to the county for any reason.

Costs of RFP response, preparation, production, handling, administration, and delivery shall be borne by each responding company and at no time chargeable to the County.

The company selected will be required to furnish lien releases for any / all equipment and services provided for the county.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto the Hidalgo County.

LIEN AND ACCESS CHARGES

The selected Vendor will pay all line charges, access charges, billing charges, special equipment charges, fees levies, service
connected charges and/or any other assessed in connection with the provision of this service with no deductions allowed from the monthly commission payment. No charges for this service shall be processed through the County and the County cannot be included or in anyway held responsible for the selected Vendor's non-payment of line and access charges.

CUSTOMER SERVICE

Each respondent shall provide a description of its customer servicing provisions including procedures used to handle customer complaints and average length of time to resolve the complaint. Describe the procedure used to reimburse the customer for incorrect billings and include the minimum and maximum length of time to effect this reimbursement.

REQUIRED MONTHLY REPORTS

The selected Vendor shall provide the County the option of receiving reports on High Density diskettes and/or paper each month. These reports will be generated in time to arrive at the County's office no later than the twenty-fifth day following the close of the monthly report period. The format and style and make-up of the report will be determined after contract award. One (1) copy of all reports will be sent to the Hidalgo County Auditor and one (1) copy of each report will be sent to the Hidalgo County Sheriff. Operating software to utilize reports furnished on diskette will be at no cost to the county. Suitable training to facility personnel will also be provided by the selected Vendor at no cost to the County.

USAGE REPORTS

Reports showing the following for each monthly period will be required:

Total minutes of usage by individual telephone
Total minutes usage for the Facility
Total minutes usage by calendar date
Total call revenue dollars billed (Collected or Not)
Total surcharge dollar amount billed
Total dollar amount due the County based upon contractual agreement
Summary usage of all calls from all telephones in minutes
Summary usage showing total number of calls placed during period
Total dollar cost billed per telephone

MONTHLY DETAIL CALL RECORD REPORT
This report will be a verbatim listing of the individual call record detail listing the following:

Originating Cell Location Number
Terminating Telephone Number
Time of Call Origination
Duration of Call
Date of Call
Cost of This Call (Including surcharge, less taxes)

MONTHLY MAINTENANCE AND REPAIR RECORD
This report will show the following items each month:

Number of troubles received
Number of troubles cleared
Description of the troubles cleared
Number of troubles pending disposition
Average clearing time on closed cases

ADDITIONAL SPECIFICATIONS:
Location – GPS watch list:
Alert investigator of inmate making a call to a specific number or person and plotting GPS coordinates on map of a number or person.

24 hours support
Log in access from any computer
User auditing system
Alert on 3 way calling
Live call monitoring
Scheduler shut down, Emergency shut down
Notification of a call
Biometrics
Photo Recognition
Iris & Voice Recognition:
Be able to identify inmate by iris, voice, fingerprint and camera (pin#)
Calling Cards
Record and monitoring of inmates calls from all cells
Be able to record and monitor inmate calls made during visitation booth
Be able to record and monitor inmate calls made from booking
Be able to identify inmate by voice recognition, fingerprint, camera, (pin #)
Be able to copy recordings to CD's to be used as evidence in court
Be able to block telephone numbers where inmate is harassing caller
For investigative purposes, able to log in to system from any computer using web interface or implement through active directory.
Have a data base large enough to keep recorded calls for an extended period of time (2-3 years)
Option to have hardware and equipment at vendor's facility.
Two (2) extra rolling cards (as spare)
Detention Center has 109 visitation booths

APPENDIX A

PROPOSAL RESPONSE SHEET

HIDALGO COUNTY ADULT DETENTION FACILITY

"INMATE PAY TELEPHONE SERVICES"

_____. Inmate Telephone Vendor hereby agrees to bid and pay Hidalgo County the following monthly, flat-rate commission payment for the business opportunity to install, service, and collect inmate telephone call **fees** at the Hidalgo County Jail. This payment is based upon the **GROSS BILLED REVENUE.**

A. Monthly Telephone Flat Rate Revenues for **LOCAL SERVICE (Enter percent in both words and numerically)**

Percent of monthly **GROSS BILLED** revenue from all installed telephones:

Percentage offered in words: _____ %

Numerical Percentage offered:_____ %

B. Monthly Telephone Flat Rate Revenue for **LONG DISTANCE SERVICE (Enter percent in both words and numerically)**

Percent of monthly **GROSS BILLED** revenue from all installed telephones:

Percentage offered in words: _____ %

Numerical Percentage offered:_____ %

C. Provide your definition of **GROSS BILLED REVENUE** in the following terms.

Billed Charge Any **GROSS BILLED**

For A Cell **Deductions** **REVENUE**

_____ LESS _____ = _____

COMPANY NAME:_____

ADDRESS:_____

CITY:_____ **STATE:**_____ **ZIP CODE:**_____

PHONE №:_____ **FAX №:**_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____ **EMAIL:**_____

APPENDIX B

HIDALGO COUNTY

HIDALGO COUNTY ADULT DETENTION FACILITY

"INMATE PAY TELEPHONE SERVICES"

REQUEST FOR PROPOSAL

1. The following data constitutes the response dated _____, 20___ to the Hidalgo County Inmate Telephone Services RFP, dated _____, 20_____, from located at _____, telephone number (956)_____fax number (956) . This proposal is valid and will be honored for sixty (60) days from the date above entered and any requested extensions will be considered.

I. General Terms and Conditions

1. Performance Bond

It is understood and _____agrees to comply, and if selected, will furnish a performance bond in the form of a bond issued by a surety company authorized to do business in the State of TEXAS, a Cashier's Check or Irrevocable Letter of Credit issued by a Federally insured banking institution of the County of Hidalgo within ten (10) calendar days after award of the contract, and prior to any installation work or equipment delivery. The performance bond must be made payable to Hidalgo County in the amount of $20,000.00. No personal or company checks are acceptable. The contract number and dates of performance will be specified in the performance bond. In the event that Hidalgo County exercises its option to extend the contract for and additional period, the contractor be required to maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the contact renewal.

2. American with Disabilities Act

It is understood and _____ agrees to comply, and, if selected, furnish all goods and services as specified under the contract, **by ourselves** and our subcontractors, and shall comply with all applicable requirements and provisions of the American with Disabilities Act (ADA).

3. Assignment of Contract

It is understood and _____ agrees to comply, and, if selected, furnish the services to be performed under the contract and shall not assign, sublet, transfer, nor assign any monies due or to become due under any contract entered into with the County pursuant to these specifications, without prior written approval of the County.

4. Conflict of Interest

It is understood and _____ agrees to provide a Notarized No Conflict of Interest STATEMENT as specified on page 4 of RFP is attached and labeled as_____

.

Client List

A current client list is attached and five (5) current references for similar programs are as follows:

1. _____

2. _____

3. _____

4. _____

5. _____

II. Historical Data Of Firm

1. Complete company official name _____

   Previous name of business _____

   Complete mailing address _____

2. Brief historical summary of the firm is:

   _____

   _____

   _____

   _____

3. Listing of current litigation, outstanding judgments and liens is:

   _____

   _____

   _____

4. A list of any location(s) where _____has not been allowed to fulfill the complete term(s) of its contract, in providing Inmate Telephone Service, is attached and labeled as . Please include all details of the termination of prior services.

III. Key Personnel

1. The years of experience and qualifications of the key individuals assigned to the Hidalgo County Inmate Telephone Service are:

2. _____

INFORMATION FOR PROPOSERS
CURRENT STATISTICAL INFORMATION ABOUT HIDALGO COUNTY JAIL & PHYSICAL COUNT

Average Daily Population (past six (6) months	1065
Current Capacity of Facility	1232
Number of FIXED telephones to be installed	136
Number of ROLLING CART Telephones	6
Average number of bookings per month (Past six (6) months (MM/DD/YEAR-MM/DD/YEAR)	1587

Telephones are normally available from 7 a.m. to 10 p.m. each day Sunday thru Thursday

Telephones are normally available from 7 a.m. to 12 a.m. on Fridays and Saturdays.

TELEPHONE PLACEMENTS:

1)	**Two (2) Release Waiting**

ALPHA SECTION DORMITORIES:

POD	NUMBER OF PHONES	TYPE
1-A	2	FIXED
2-A	2	FIXED
TOTAL	**4**	

ALPHA SECTION MULTIPLE OCCUPANCY CELLS:

POD	NUMBER OF PHONES	TYPE
MO-1	1	FIXED
MO-2	1	FIXED
MO-3	1	FIXED
MO-4	1	FIXED
MO-5	1	FIXED
TOTAL	**5**	

ALPHA SECTION SEPARATION CELLS

CELL	NUMBER OF PHONES	TYPE
ALL (12)	1	ROLLING
TOTAL	**1**	

BRAVO SECTION MULTIPLE OCCUPANCY CELLS:

POD	NUMBER OF PHONES	TYPE
BRAVO 1	1	FIXED
BRAVO 2	1	FIXED
BRAVO 3	1	FIXED
BRAVO 4	1	FIXED
BRAVO 5	1	FIXED
BRAVO 6	1	FIXED
BRAVO 7	1	FIXED
BRAVO 8	1	FIXED
BRAVO 9	1	FIXED
BRAVO 10	1	FIXED
BRAVO 11	1	FIXED
BRAVO 12	1	FIXED
BRAVO 13	1	FIXED
BRAVO 14	1	FIXED
BRAVO 15	1	FIXED
BRAVO 16	1	FIXED
BRAVO 17	1	FIXED
BRAVO 18	1	FIXED
BRAVO 19	1	FIXED
BRAVO 20	1	FIXED
BRAVO 21	1	FIXED
TOTAL	**21**	

CHARLIE SECTION MULTIPLE OCCUPANCY CELLS:

POD	NUMBER OF PHONES	TYPE
CHARLIE-1	1	FIXED
CHARLIE-2	1	FIXED
CHARLIE-3	1	FIXED

CHARLIE-4	1	FIXED
CHARLIE-5	1	FIXED
CHARLIE-6	1	FIXED
CHARLIE-7	1	FIXED
CHARLIE-8	1	FIXED
CHARLIE-9	1	FIXED
CHARLIE-10	1	FIXED
CHARLIE-11	1	FIXED
CHARLIE-12	1	FIXED
CHARLIE-13	1	FIXED
CHARLIE-14	1	FIXED
CHARLIE-15	1	FIXED
CHARLIE-16	1	FIXED
CHARLIE-17	1	FIXED
CHARLIE-18	1	FIXED
CHARLIE-19	1	FIXED
CHARLIE-20	1	FIXED
CHARLIE-21	1	FIXED
CHARLIE-22	1	FIXED
CHARLIE-23	1	FIXED
CHARLIE-24	1	FIXED
CHARLIE-25	1	FIXED
CHARLIE-26	1	FIXED
CHARLIE-27	1	FIXED
CHARLIE-28	1	FIXED
CHARLIE 29	1	FIXED
CHARLIE-30	1	FIXED
TOTALS	**30**	

DELTA SECTION SINGLE CELL:

POD	NUMBER OF PHONES	TYPE
DELTA-1A	2	FIXED
DELTA-1B	2	FIXED
DELTA-2A	2	FIXED
DELTA-2B	2	FIXED
DELTA-3A	2	FIXED

DELTA-3B	2	FIXED
DELTA-4A	2	FIXED
DELTA-4B	2	FIXED
TOTALS	**16**	

ECHO SECTION SEPARATION CELLS:

CELL	NUMBER OF PHONES	TYPE
ALL (48)	1	ROLLING CART
TOTALS	**1**	

FOX SECTION DORMITORIES:

POD	NUMBER OF PHONES	TYPE
FOX-1A	2	FIXED
FOX-1B	2	FIXED
FOX-2A	2	FIXED
FOX-1B	2	FIXED
FOX-3A	2	FIXED
FOX-3B	2	FIXED
FOX-4A	2	FIXED
FOX-4B	2	FIXED
TOTALS	**16**	

GULF SECTION DORMITORIES:

POD	NUMBER OF PHONES	TYPE
GULF 1-A	2	FIXED
GULF 1-B	2	FIXED
GULF 2-A	2	FIXED
GULF 2-B	2	FIXED
GULF 3-A	2	FIXED
GULF 3-B	2	FIXED
GULF 4-A	2	FIXED
GULF 4-B	2	FIXED
TOTALS	**16**	

HOTEL SECTION DORMITORIES:

POD	NUMBER OF PHONES	TYPE
HOTEL-1A	2	FIXED
HOTEL-1B	2	FIXED
TOTALS	**4**	

INFIRMARY SECTION DORMITORIES:

POD	NUMBER OF PHONES	TYPE
INFIRMARY-1	1	FIXED
INFIRMARY-2	1	FIXED
INFIRMARY-3	**1**	**FIXED**
TOTALS	**3**	

INFIRMARY SECTION NEGATIVE PRESSURE CELLS:

POD	NUMBER OF PHONES	TYPE
INFIRMARY-ALL (16)	1	ROLLING CART
TOTAL	**1**	

HIDALGO COUNTY JAIL REVENUE REPORT FOR 2014 AND 2015

2014

Month	Advance Pay Interstate Interlata	Advance Pay Intrastate Interlata	Advance Pay Intrastate Intralata	Advance Pay Pay Local	COLLECT Interstate Interlata	Collect Intrastate Interlata	Collect Instrastae Intralata	Collect Local	Total Revenue
JANUARY	1,527.81	2,005.56	9,104.80	26,763.00	278.14	91.23	393.00	3,561.00	43,724.54
FEBRUARY	1,347.53	1,982.79	9,751.20	34,533.00	55.96	130.38	481.20	3,180.00	51,462.06
MARCH	859.11	2,816.43	10,366.00	37,518.00	18.50	324.42	570.20	2,667.00	55,139.66
APRIL	818.37	2,036.22	10,244.40	32,514.00	21.75	70.02	669.80	2,409.00	48,783.56
MAY	1,106.07	3,002.64	11,389.00	33,261.00	33.50	126.57	505.20	2,625.00	52,048.98
JUNE	1,093.05	2,610.78	12,224.80	32,658.0	71.25	137.70	537.00	2,643.00	51,975.58
JULY	1,486.17	2,276.73	12,953.20	25,389.00	63.25	226.53	565.00	2,376.00	45,335.88
AUGUST	2,458.68	2,099.22	7,580.80	30,522.00	91.25	167.79	457.00	2,649.00	46,025.74
SEPTEMBER	2,348.01	2,826.30	7,495.60	28,353.00	65.50	248.82	662.80	2,832.00	44,832.03
OCTOBER	2,149.35	2,638.23	4,824.40	27,807.00	12.25	124.80	531.60	1,890.00	39,977.63
NOVEMBER	2,091.18	2,995.95	8,385.20	29,511.00	82.75	281.40	699.60	1,860.00	45,907.08
DECEMBER	2,152.08	4,086.66	10,168.60	32,949.00	57.75	229.68	383.80	2,073.00	52,100.57
	19,437.41	31,377.51	114,488.00	371,778.00	851.85	2,159.34	6,456.20	30,765.00	577,313.31

2015

Month	Advance Pay Interstate Interlata	Advance Pay Intrastate Interlata	Advance Pay Intrastate Intralata	Advance Pay Pay Local	COLLECT Interstate Interlata	Collect Intrastate Interlata	Collect Instrastae Intralata	Collect Local	Total Revenue
JANUARY	1,877.40	4,209.00	10,624.40	33,999.00	71.75	215.88	652.80	1,743.00	53,393.23
FEBRUARY	2,098.32	4,571.04	15,153.00	40,155.00	135.50	161.25	517.20	1,707.00	64,498.31
MARCH	1,602.09	4,379.76	11,154.20	35,727.00	59.25	83.31	319.80	1,716.00	55,041.41
APRIL	2,083.62	3,832.65	9,837.60	38,823.00	91.25	26.22	478.00	1,743.00	56,915.34
MAY	2,049.39	2,617.92	8,518.40	35,205.00	34.50	101.19	403.00	1,737.00	50,666.40
JUNE	1,563.03	2,942.85	6,643.80	32,778.00	47.50	87.93	332.40	1,956.00	46,351.51
JULY	1,380.75	3,019.44	6,080.00	31,677.00	49.25	28.86	239.80	1,548.00	44,023.10
AUGUST	2,090.13	3,311.73	9,343.20	37,437.00	55.75	79.92	217.20	1,671.00	54,205.93
SEPTEMBER	1,840.86	2,683.56	8,323.40	32,625.00	62.75	128.13	251.40	1,272.00	47,187.10
OCTOBER	969.57	2,745.84	6,975.20	31,413.00	93.75	47.82	327.00	1,470.00	44,042.18
NOVEMBER	1,897.14	4,356.84	7,620.40	32,847.00	31.75	81.96	313.80	1,635.00	48,783.89
DECEMBER									
	19,452.30	38,670.63	100,273.60	382,686.00	733.00	1,042.47	4,052.40	18,198.00	565,108.40

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:

The evaluation consists of a one hundred (100) point scoring system. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, grade, score and evaluate the proposals received in response to this Hidalgo County request for proposals for the purpose of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

NEGOTIATION PROCESS

The number one (1) ranked participant will be contacted to submit a contract for negotiations. If negotiations prove unsuccessful, Hidalgo County will terminate negotiations with participant and will contact the next highest ranked participant to pen negotiations. The County of Hidalgo reserves the right to reject any and all RFP's.

Any Contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

PROPOSAL SUBMITTED TO:

An original and seven (7) copies of RFP's should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 South Business Highway 281
Edinburg, Texas 78539

All RFP's must be submitted by no later than 9:30 a.m. on Wednesday, July 27, 2016

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

ADDITIONAL SPECIFICATIONS

The following items will become necessary specifications, services, equipment or options in order to complete Inmate Phone System".

- Latest Technology Inmate Phone System
- Able to profit from selling calling cards
- The County of Hidalgo must retain commission based on calls made by inmate
- Lobby Kiosk & Intake Kiosk to automate deposits
- Ability to identify inmate by voice, fingerprint, camera, (pin #) or Iris recognition in association with system usage.
- Interface integration with Odyssey; ability to extract phone numbers by inmates, from calls made
- Mass telephone number download capabilities for all outgoing calls on a monthly basis;
- Ability to access jail inmate calls system from multiple internal affairs desk top ports.
- Recording capabilities for infirmary, booking, releasing, visitation or any other area where an inmate can make a call with ability for client to waive the call fee.
- Call Detection when Inmates dial same outside number
- Immediate notification of calls to flagged telephone numbers for review (NOTE: immediate notification to inernal affairs)
- Location – GPS watch list
- 24 Hour Support
- Log in access from any computer
- User Auditing System
- Alert on three-way calling
- Live call monitoring
- Schedule shut down, Emergency shut down
- Calling Cards
- Record and monitoring of inmates calls from all cells
- Be able to record and monitor inmate calls made during visitation booth
- Be able to record and monitor inmate calls made from booking
- Be able to copy recordings to CD's to be used as evidence in court
- Be able to block telephone numbers where inmate is harassing caller
- For investigative purposes, be able to log in to system from any computer using web interface or implement through active directory
- Have a data base large enough to keep recorded calls for an extended period of time (2-3 yrs)
- Option to have hardware and equipment at vendor's facility.

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HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

OPTIONAL EQUIPMENT/SERVICES

OPTIONAL: Equipment/Services that may be available upon acceptance by Hidalgo County Sheriff's Office.

- Investigative Data Analysis Software
- Inmate release with Debit Cards
- Video visitation
- Cellular, WI-FI & mobile device detector within jail
- Photo Recognition

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Additional Specifications/Optional Equipment Services/Cabling Specifications

The awarded Contractor may utilize the existing cabling if compatible with the system being installed. If additional cabling is required in the installation process, Contractor shall obtain written permission from the County before proceeding with any work that requires altering its facility. This shall include, but will not be limited to, cutting, drilling, or modifying the facility in any manner.

SUMMARY OF WORK:

1. All wire must be in an EMT, Rigid Electrical Conduit, BX cable, Liquid seal tight cable and Armor cable. **No PVC.**
2. All Electrical work must follow the National Electrical Code 2009.
3. All work must be neat in appearance using the following: metal straps, one hole, uni- strut straps, stand-off straps, and supports.
4. All work that may require penetrating any wall: Concrete, CMU Block, Security sheet rock. Must be sleeved with an EMT conduit and seal with fire rated caulking. The fill in each sleeved used must be not less or more that 80% fill. This is for future use, sleeves must have a connector with a bushing, or a coupling to prevent any wire from being damaged; cut pinched or damaged.
5. All work must be supported from main structures using smooth wire with j-hooks or trapeze with all thread and beam claps. **Don't** tie in to any existing trade support system.
6. All Cat 5e –Cat 6e plenum wire must be marked at both ends of terminations with a self laminating wire and cable marker. Numbers & letters.
7. Existing cable inside inmate cell may be used; as long as they are not damaged or deemed not compatible in new scope of work. Both ends must also be marked or identified if marking has been removed.
8. **NO EXISTING EMPTY CONDUIT SHALL BE USED.** All conduits that are mounted in slabs or through walls may not be used.
9. All screws must be tamper resistance: tamper resistance torxs, or allen.
10. All work must be able to be remove from mounting system if work is need to preformed on any visitation viewing glass
11. **HIDALGO COUNTY SHERIFF OFFICE reserves the right to request any changes on the Inmate Phone(s) upon inspection and determination that tampering of equipment has occurred.**

BASIC MATERIAL AND INSTALLATION METHODS

GENERAL DESCRIPTION:

A. Work included in this section: Material, equipment fabrication, installation and test in conformity with applicable codes and authorities having jurisdiction, for the following:
   Raceways.
   1. Wire and cable
   2. Low voltage distribution equipment

3. Devices
4. Inserts and supports
5. Empty conduit for Tel / Data Electronics
6. Cutting and Patching
7. Fire stopping

B. Related work – Not in Electrical Scope of Work
1. Security Electronics – Telephone / Data / Inmate Visitation Phones systems
2. Painting – other that equipment finishes touch-up. Any work surface must match existing painted surfaces. Contractor must request paint color specimen (or) color code from Maintenance Dept. Contractor will purchase paint from OEM Paint suppler.
3. Plywood backboard (3/4) in phone room if space is not available to install any necessary work
4. Fire stop in and all penetrations thru fire walls: (EMT Conduit Sleeve with bushing on both ends)
5. Sheet rock repair in and all penetrations thru fire walls
6. Masonry repair in any and all penetration thru fire walls
7. Replace any ceiling tile & grid in ceiling.
8. Metal work welding bonding
9. Installing any support system as needed from main structure - bar joist or support beams: Need to support any and all Data wire cat 5 or cat 6 plenum data wire; smooth wire, 1/4 & 3/8 all thread support rod, or trapeze if needed.
10. Any work needed to finish this project as needed or not included in the general scope of work.

INCORPORATED DOCUMENTS

A. REQUIREMENTS of GENERAL CONDITIONS and SUPPLEMENTAL CONDITIONS apply to all work in this Section.
B. SUBMITTALS shall be complete bound under cover and indicating project title, specification section and or/ drawings references. Contractor shall review submittals for conformance with Contractor Documents make necessary revisions and submit to HIDALGO COUNTY SHERIFF OFFICE
C. SUBSTITUTIONS-Contractor shall inform the Hidalgo County Sheriff Department Staff of any substitution of item from what was proposed.
   1. It is the intent that the Contractor supplies the equipment and material specified. Equipment and material other than that specified obligates the Contractor to submit appropriate documentation to allow sufficient time to consider the acceptance of the substituted item(s) AND accept full responsibility for space compatibility
   2. Acceptance of substituted items(s) implies a substitution in kind, meeting all appropriation performance, quality, function, and installation requirement as the base bid specification item(s) including space requirements.
   3. All cost for removal, relocation or replacement of the substitution items(s) shall be at the risk of the contractor with no additional cost to the Owner if substitution items(s) fails to meet requirements, including code clearances of the specified item(s).
D. PROCUCT DELIVERY STORAGE AND HANDLING
   1. Equipment shall be shipped in its original package, to prevent damage or entrance of foreign matter. Provide protective coverings during construction.
   2. Replace at no expense to Owner, equipment or material damaged during storage or handling, as directed by Hidalgo County Sheriff Office Designee.

3. All items shall be tagged with a weatherproof tag identifying equipment by name packing and shipping list.
4. Equipment may be stored in Maintenance shop or Electrical room if necessary and must be secure by Contractor to prevent any damage or loss of parts.

E. RECORDED DRAWINGS

1. Maintaining complete set of drawing from Start to Finished point, indicating all work installed: Electrical, route of wire, and identifying both point of any terminations.
2. At end of project, transfer all changes to reproduction transparencies and submit these transparencies and field drawing to HIDALGO CO SHERIFF OFFICE DESIGNEE. Mark drawings, "RECORD DRAWINGS".

MATERIAL DESCRIPTION:

A. RACEWAYS (all items specifying brand name, same as or equivalent too):

1. Rigid steel conduit (RGC); full weight or intermediate weight (IMC) pipe galvanized threaded, minimum diameter ½ inches.
2. Aluminum conduit; full weight pipe, threaded, minimum ½ inch, except as noted or required for wiring.
3. Electrical metallic tubing (EMT); thin wall pipe, galvanized, threadless, minimum diameter ½ inch except as noted required for wiring.
4. Flexible steel conduit; continuous single strip, galvanized, minimum diameter ½ inch as noted for wiring. PVC covered for liquid tight.
5. Acceptable manufactures, similar to:
   A. Rigid Steel-IMC: Allied, Western, Triangle, Wheatland, LTV.
   B. Aluminum, Allied, Western, Triangle, Wheatland, LTV
   C. EMT; Allied Western, Triangle, Wheatland, LTV
   D. Flexible; Anaconda, Electroflex, Alfex, AFC
   E. Exterior use: Hinged cover and base, minimum No. 14 gauge galvanized steel, weatherproof and gasket.
   F. Acceptable Manufacturer: Similar to Hoffman Engineering co., Square D Co., Wiremold, Walker Duct.
6. Wireways; complete with all fittings and accessories. Size as noted, baked enamel finish inside and outside, approved for support at minimum 10feet on centers

B. FITTINGS AND ACCESSORIES:

1. Raceway fittings:
   A. Rigid steel conduit; steel or malleable iron, galvanized.
   B. Aluminum conduit; aluminum alloy.
   C. EMT; galvanized steel, set screw steel connectors & couplings. Indentor type fittings not acceptable.

D. Flexible metallic conduit; angle wedge type with insulated throat.
E. Bushings; metallic insulated type, Weatherproof or dust-tight installations; liqidtight with sealing ring and insulated throat.
F. Expansion and deflection fittings: O.Z. / Gedney type "DX" for embedded conduit and flexible conduit for exposed conduit.

2. Sleeves:
   A. Extend flashing 10 inches around edge of raceway. Flashing subject to review.
   B. Sleeves must be in EMT conduit with a connector, coupling with a PVC, nylon bushing. And must be sealed with fire caulking in and around the sleeve. Must have a tight fit if it penetrates any of the following; Sheetrock fire rated wall, masonry block, Concrete, and or metal.

3. Seals: Raceways in sleeves, oakum packing and lead or O.Z. / Gedney Type WSR on both entries. Cable through sleeves, O.Z. / Gedney type WSC on both entries.

4. Acceptable manufactures, similar to:
   A. Fittings: O.Z./Gedney, T & B, Bridgeport, RACO Steel City, Appleton, Chrouse Hinds.
   B. Supports; Super strut, UNISTRUT.
   C. Fasteners: Caddy, Rawl, Philips Redhead.

5. Boxes:
   Outlet boxes: except as other wise required by construction, devices or wiring, as Follows:
   A. Stamped steel, 4 inch, square or for electrical work; 2-3/4 inch deep above ceiling, 2-3/4 inch deep in wall, surface mount.
   B. Surface mounted boxes for receptacles and switches, 4 inch square, 1-1/2 to 2-3/4 inches deep with raised covers and fixture studs where required. Through-the wall type; not permitted.
   C. Galvanized cast iron or aluminum with thread hub; 4 inch square, 2 inch deep with gasket cover.
   D. Boxes without fixture or device; provide with blank cover. Must marked or label with it designation or circuit number.
   F. Offset back-to-back outlets with minimum six inch separation.
   E. Acceptable manufactures; Steel city, RACO, Appleton, Bridgeport.

2. Junction and pull boxes:
   A. Galvanized sheet steel.
   B. Covers: screw-on, except as noted
   C. With insulated support for cable.
   D. Location; as indicated, where required and accessible.
   E. Outdoor and damp location; galvanized cast iron or aluminum with thread hubs and gasket.
   F. Provide barriers between wiring energized from emergency and normal wiring and conductors of different thermal ratings and / or voltage insulation levels.

C. 600 VOLT WIRE AND CABLE

A. 600 volt wire and cable complete with accessories; sizes AWG, except as noted.
B. Conductors; sizes as indicated in accordance with the following;

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Additional Specifications/Optional Equipment Services/Cabling Specifications

1. Solid annealed copper for size No. 10 and smaller and stranded copper for sizes No. 8 and larger. No aluminum or aluminum alloy wire permitted.
2. 600 volt insulated types:
   - Type THHN/THWN: Feeders and branch circuits, generally throughout, except where not permitted by applicacable code or as otherwise specified.
   - Type AC & MC Armored Cable and Metal Clad Cable- maximum size # 6 to be used as branch circuits and feeders where acceptable to local and National Electrical Code.
   - Type SFF: Branch circuits located in wiring channels of continuous fluorescent fixture or where ambient temperatures are over 90 degrees.
   - Type XHHW; Ungrounded isolated branch circuits.
   - Color Coding:
     1) Phase conductors for 120/208 Volt system;
        Phase A – Black
        Phase B – Red
        Phase C – Blue
     2) Phase conductors for 277/480 Volt system
        Phase A – Brown
        Phase B – Orange
        Phase C – Yellow
     3) Neutral wire; white.
     4) Equipment ground wire; green
     5) Where colored feeder cable insulation is not available, overlap Colored taping on conductors (minimum length, three inches) in accessible location.

C. Accessories:
   1. Cable supports in riser; clamping device with insulation wedges or "Kellems" grips.
   2. Tags:
      A. Flameproof; in accessible location.
      B. Feeders: Indicate number, size, phase and points of origin and Terminations. Control or alarms: Indicated type of control or alarms and points of origin and terminations.
   3. Terminations, splices and taps:
      A. Cable lugs and connectors: Compatible metal with conductor to match cable with marking indicating size and type.
      B. Copper conductors No. 10 and smaller: Compression type or twist-onspring load connectors and clear nylon insulated covering.
      C. Copper conductor No. 8 and larger: Mechanical bolted pressure or hydraulic compression type using manufactures recommended tooling.
      D. For copper lug connections to bus bars provide anti-seize compound.
      E. Aluminum bus bar connections: Tin plated lugs and compression type washers (" Belleville" type").
   4. Acceptable manufacture; similar to:
      A. Power Cable; Anaconda, Triangle, Rome, General Cable, South wire, Essex, AIW.
      B. Control Cable; Belden, Mohawk, West Penn.
      C. Accessories;
      D. Termination and Connection: T & B / Thomas & Betts, 3M, Burndy
      E. Tags; Brady, T & B / Thomas & Betts, Raychem.

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Additional Specifications/Optional Equipment Services/Cabling Specifications

D. LOW VOLTAGE DISTRIBUTION EQUIPMENT

1. Disconnect Switches:
   A. Non-fused or fused as indicated.
   B. Voltage: 250 volts rated on 120/ 208 volt circuit and 600 volts rated 277/ 480 volt circuit.
   C. Heavy-duty, quick-make quick-break.
   D. Horsepower rated for motor load.
   E. Toggle type switches as follows:
      1. Non-fused, load break.
      2. Maximum rating; 20 amps at 600 volts and 30 amps at 250 volts
      3.Two pole: similar to Arrow-Hart No. 6808
      4.Three pole similar to Arrow-Hart No. 7810
   F. Knife blade type switches:
      A. Load type with arc quenchers.
      B. Maximum rating; 800 amps at 600 volts.
      C. Manufacturer; similar to General Electric, QMR.

2. Remote Control Switches:
   A. Electrically operated, mechanical held
   B. Ratings: As noted
   C. Enclosure: Dead Front, NEMA type as noted.
   D. Vibration isolation mounting.
   E. Soundproof enclosure.
   F. Lighting and mixed loads up to 225 amps; Similar to Automatic Switch Co. No. 920, Zenith, GE, Square D or Siemens.
   G. Inductive loads up to 225 amps. And all loads from 225 amps up to 2000 amps: Similar to Automatic switch Co. No. 911.

3. Fuses; Continuous Current Rating, as Indicated:
   A. Current limiting – 200,000 amps interrupting current rating.Similar to " Bussman", type as indicated:
   B. Fusetron, "FRN", 250 volt 15-600 amp (U.L. Class RK5), time delay.
      1. Fusetron, "FRS", 600 volt 15-600 amp (U.L. Class RK5), time delay.
      2. Limitron, "KTN", 250 volt, 15- 600 amp (U.L. Class RK1).
      3. Limitron, "KTS", 600 volt, 15-600 amps (U.L. Class RK1).
   C. All fuses: Same manufacturer.
   D. Provide one spare matching fuse for each set of three.
4. Circuit Breaker:
   A. Molded case:
      1. Thermal-magnetic, 400 amp frame and below; solid state trip elements 600 amp frame and above. Bolt-on, quick-make break for both types.
      2. Manually operation with insulation trip free handle and rated for switching duty.
      3. Multi-pole type: With internal trip bar.
      4. Terminal: Suitable for copper or aluminum cable.
      5. Auxiliary devices as indicated.
      6. Enclosures: Dead front, NEMA Type 1, except as noted.

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7. Frames as indicated, interchanged trips and interrupting capacity not less than noted available symmetrical short circuit Current.

5. Panelboards: Circuit breaker type, rating as noted.
   - A. Bus bars: Hard drawn copper, minimum 98 percent conductivity, silver plated joints. Or Alloy aluminum with tensile yield strength of 20,000 psi, minimum 55 percent conductivity, and tin plated joints.
   - B. Enclosures:
   - C. Cabinets with:
     1. Galvanized sheet steel back box.
     2. Door and trim.
     3. Lapped and welded corners.
   - D. Hardware; chrome plated with:
     1. Flush lock and catch: Up to 48 inch high door.
     2. Vault handle, lock and 3-point catch: Larger than 48 inch door.
   - E. Hinge:
     1. Standard steel with no-ferrous pins.
     2. 80 degree opening.
     3. Locate maximum 26 inch on centers.
     4. Hinged trim cover for Panelboards over 36 inches high.
   - F. Minimum gutter spaces:
     1. 100 and 225 amp mains: 5-3/4 inch sides top and bottom.
     2. 400 amp mains: 9 inch sides, 8 inch top and bottom.
     3. 600 and 800 amp mains: 9 inch sides, 12 inch top and bottom.
     4. 1200 amp mains: 12 inch sides top and bottom.
     5. Increase sizes where required by code for " subfeed " or " feed through cables.
   - G. Directory:
     1. Holder: Metal frame with clear plastic, transparent cover.
     2. Typewritten list indicating feeder cable and conduit size, circuit number, outlets, supplied and their locations.
   - H. Acceptable Manufactures; Similar to:
     1. Switches:
        - A. Siemens
        - B. Square D
        - C. Automatic Switch Co. – remote control switches only.
     2. Fuses:
        - A. Bussman
        - B. Littelfuse
        - C. Ferraz Shawmut
     3. Circuit breaker:
        - A. Siemens - Bolt on BL
        - B. Square D - Bolt on
     4. Panelboard:
        - A. Siemens - Bolt on BL
        - B. Square D - Bolt on

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Additional Specifications/Optional Equipment Services/Cabling Specifications

E. MOTOR CONTROLLERS – FURNISHED UNDER MECHANIAL SECTION

1. Enclosed with motor control centers or individually mounted as indicated. Individually mounted starters in NEMA Type 1 enclosure, except as noted.
2. Components:
   A. Terminal Copper.
   B. Overload protection: In each phase leg and coordination with indicated motor horsepower, with rest button in enclosure.
   C. Pilot lights: When specifically called for.
      1. Six volt incandescent lamp. Of specified color.
      2. Candelabra base receptacle with transformer for lamps.
      3. Positive indication for motor with local disconnect switches.
      4. Switches: Horsepower rated, load break, external padlocking type.
      5. Short circuit protection: Fused as indicated.
3. Manual Type:
   A. Coil: Minimum 10 amperes per pole, 110 to 125 volt operating, 240 volt, A.C. maximum rating, 60 hertz.
   B. Contact: Main line and minimum two, 10 amp convertible, auxiliary contacts.
   C. Control transformer: For motor over 120 volt to step down control voltage to 120volts; of required capacity with fuse and grounded connection on low voltage side.
   D. Manual-control: Momentary contact pushbuttons, red pilot light for "ON" and green pilot light for "OFF" positions and low voltage protection.
   E. Manual-automatic control: With HOA selector switch – all starters.
   F. Disconnect switch within controller housing, for control wiring derived from independent source. Interlock control switch with power switch for simultaneous "ON-OFF" operation.
4. Controller Type: Similar to Cutler-Hammer, of catalog numbers specified, modified as noted. Coordinate controller and auxiliaries with motor supplied and operation as defined under DIVISION 15.(all items specifying brand name, same as or equivalent too
   A. Manual; single speed:
      1. Two pole
      2. Pilot light; red for "ON" position only
      3. HOA selector switch for automatic operation.
   B. Magnetic; single speed – non- reversing;
      1. Full voltage non-reversing magnetic starter.
      2. HOA selector switch, all starters.
      3. Two sets of auxiliary contactor, NC/NO, per starter
   C. Push button stations: When required
      1. START – STOP push buttons
      2. Pilot light
      3. Lockout provision.
      4. Oil tight
   D. Hand-off-Automatic (HOA) stations: When required- separate from starters.
      1. HOA selector switch.
      2. Pilot lights.
      3. Lockout provision.

4. Oil tight

F. Manufacture; similar to cutler-Hammer Inc., Allen Bradley, Furnas Electric Co

F. DEVICES

A. Local Wall Switches;
1. Heavy duty, toggle, quiet type, specification grade.
2. 20 amp, 120/277 volt, A/c
3. Similar to Harvey Hubbell Catalog Nos. as follows:
   A. Single pole, No 1221-1
   B. Double pole, No 1222-1
   C. Three-way, No 1223-1
   D. Four-way, No 1224-1

B. Insertion Receptacle:
1. Grounded, except as noted.
2. Similar to Leviton "Decora" Style with 2 plate mounting screws.
   A. Duplex convenience; specification grade.
      1) 20 amp, 125 volts, 2 pole, 3 wire, u ground slot, Catalog.
   B. Single, specification grade.
      1) 20 amp, 125 volts, 2 pole, 3 wire, u ground slot, Catalog No. 5361-I
   C. Duplex, specification grade, isolated ground.
      1) 20 amp, 125 volts, 2 pole, 3 wire, u ground slot, Catalog. No. IG-5362
   D. Ground fault interrupter receptacles: Self protecting type, duplex convenience
      1) 20 amps, 125 volt, 2 poles, 3 wires, U ground slot, Catalog No. GF-5362-I

C. Device Plates:
1. High impact, thermal- setting, smooth **NYLON, "** Decora" style with two plate mounting screws per plate.
2. For receptacles with other than 120 volts, inscribed voltage available.
3. All devices plates in detention areas shall have "snake eye" security screws, two per plate, and or tamper proof torks bit.

D. Time Switches: as indicated.

E. Acceptable Manufactures: Similar to (all items specifying brand name, same as or equivalent too):
1. Local wall switch, receptacles, device plate and pilot light:
   A. Harvey Hubbell Inc.
   B. Leviton
   C. Pass & Seymour
2. Time switches:
   A. Tork.

G. INSERTS AND SUPPORTS

A. Maximum Loading: 75 percent of rating.
B. Insets:

1. Expansion case and concrete fasteners: Grinnel figure 117 and Series R.
2. Concrete drilled to received required expansion case of concrete fasteners.

C. Supports from Building Construction: Beam clamps, cantilever brackets, or other acceptable means after review.
D. Grouped Lines and Services: Supported by trapeze hangers of bolted angle or channels.
E. Where building construction is inadequate, provide additional acceptable framing after review.

H. TELEPHONE – DATA (TELE / DATA) – MATV / CATV CONDUIT SYSTEMS EQUIPMENT and CABLING INSTALLED by Contractor if needed

1. Empty conduit telephone raceway system as indicated on the Drawings and consisting of:
2. Empty conduits – Underground to Property Line –per drawings.
3. Distribution Conduits – per drawings.
4. SLEEVES – ALL FIRE WALLS TO STRUCTURE. EMT CONDUIT WITH CONNECTORS WITH PVC BUSHINGS OR COUPLINGS TO PREVENT DAMAGE TO WIRE.
5. Terminal boards – 3 / 4 - 4 x 8 plywood furnished and installed by GENRAL CONTRACTOR ONLY IF THERE IS NOT SPACE AVAILABLE AT LOCATION.
6. Outlets – 3 / 4 EMT stubbed to Accessible Ceiling space, from each outlet.
7. Outlets boxes – 4"square – 2 – 1/8" Deep – with one gang P.R.
8. Outlet cover plates and terminal devices furnished and installed by equipment / cabling installer.
9. Nylon pull strings to be installed in distribution conduits or sleeves. Nylon pull strings shall be installed in all conduits except 10' stub- ups to accessible lay-in ceilings.
10. Electrical contractor to provide **120 VAC Emergency** powers as required by telephone equipment / cabling installer.
11. Other in inmate holding areas must have continuous concealed conduit (EMT or Rigid) to the nearest TELE/DATA OR MATV / CATV DISTRIBUTION BOARD.
12. TELE / DATA AND MATV / CATV cabling shall be exposed only on designated distribution boards. Electrical contractor shall install multiple 2" EMT conduits or larger if needed from TELE / DATA AND MATV boards to accessible attic space.
13. INTENT of CONDUIT ACCESS SYSTEMS is A SYSTEM THAT WILL PERMIT THE TELE/DATA SYSTEM TO BE CABLED AT THE END OF THE JOB. ELECTRICAL CONTRACTOR WILL INSTALL CONDUITS TO ACCESSIBLE LAY – IN CEILING AREA AND SLEEVE FIRE WALLS – CABLE CONTRACTOR WILL BE RESPONIBLE FOR SEALING CABLE WITHIN SLEEVES THAT CROSS ALL FIRE WALLS.
14. Electrical contractor will install terminal cabinets if need to provide power to any equipment that may need power.
15. Electrical contractor is responsible to install a electrical panel (commercial grade bolt on - Siemens panel), step down or step up transformers to provide power to any equipment that may require power; if the nearest electrical panel dose not have more that 2 spare breakers in panel. There must be at least one (1) spare breaker in panel any existing panel.
16. While terminating Category 5e or 6e twisted pair cables be sure the natural twist of each pair is carried through as close as practical to the point of mechanical termination. TIA / EIA 568-B.2 required no more than 0.5 inch (13mm) untwisted for Category 5E & 6E as it will affect performance at high bit rates.

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17. Cabling should be secured and placed in a manner which prevents kinking and tight cinching. Do not excessively bend the cable greater than four times the cable diameter.
18. Cabling should not be subjected to greater than 25 pounds of pulling tension (11ON).

I.CAT 5 & CAT 6 PLENUM DATA WIRE AND DEVICES

1. Category 5e & Category 6e Plenum type MPP / CMP 350 MHZ 24 AWG solid 4 pair unshielded twisted pair cable (signal electronic cable), complete with accessories; sizes.
   A. Category 5E, Category, 6E plenum 24 AWG solid 4 pair wire unshielded twisted pair cable.
   B. Modules RJ 45 Cat 5E, Cat 6E.
   C. Telephone wall plates, jacks, and accessories plates if necessary
   D. Telecommunication products: wiring blocks, relay racks, cabinets, and accessories, patch panels.
2. Acceptable manufactures, similar to(all items specifying brand name, same as or equivalent too):
   A. ICC, Coleman Cable Inc, Commercial Grade - CMP 350, General Cable, Carol Brand, Geneses, Honeywell
   B. Modules Cat 5E, & Cat 6E - ICC brand
   C. Inmate phone service part exclusive to there respective company.
3. Conductors & Race ways: sizes as indicated in accordance with the following;
   A. Wiremold wire management systems mild steel
   B. Panduit wire managements systems mild steel
   C. Rigid steel conduit (RGC); full weight or intermediate weight (IMC) pipe galvanized threaded, minimuin diameter ½ inches.
   D. Electrical metallic tubing (EMT); thin wall pipe, galvanized, threadless, minimum diameter ½ inch except as noted required for wiring.
   E. Flexible steel conduit; continuous single strip, galvanized, minimum diameter 3/8 – 1/2 inches as noted for wiring. No longer than 2 ft
4. Acceptable manufactures, similar to:
   A. Rigid Steel –IMC: Allied, Western, Triangle, Wheatland, LTV.
   B. Aluminum; Allied, Western, Triangle, Wheatland, LTV.
   C. EMT; Allied, Western, Triangle, Wheatland, LTV.
   D. Flexible; Anaconda, Electroflex, Alfex, AFC.
5. Wire ways; complete with all fittings and accessories. Size as noted, baked enamel finish inside and outside, approved for support at minimum 10feet on centers
   A. Interior use: Hinged cover and base, minimum thickness 16 gauge galvanized Steel.
   B. Exterior use: Hinged cover and base, minimum No. 14 gauge galvanized steel, weatherproof and gasket.
   C. Acceptable Manufacturer: Similar to Hoffman Engineering Co., Square D Co., Wiremold, Walker Duct,
   D. Fittings and Accessories:
6. Raceway fittings:
   A. Rigid steel conduit; steel or malleable iron, galvanized.
   B. Aluminum conduit; aluminum alloy.

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C. EMT; galvanized steel, set screw steel connectors & couplings. Indentor type fittings not acceptable.
D. Flexible metallic conduit; angle wedge type with insulated throat.
E. Bushings; metallic insulated type, Weatherproof or dust-tight installations; liqidtight with sealing ring and insulated throat.
F. Expansion and deflection fittings: O.Z. / Gedney type "DX" for embedded conduit and flexible conduit for exposed conduit.
G. Acceptable manufactures, similar to:
H. Fittings: O.Z./Gedney, T & B, Bridgeport, RACO Steel City, Appleton, Crouse Hinds.

7. Sleeves:
A. Extend flashing 10 inches around edge of raceway. Flashing subject to review.
B. Sleeves must be in EMT conduit with a connector, coupling with a PVC, nylon bushing and must be sealed with fire caulking in and around the sleeve. Must have a tight fit if it penetrates any of the following; Sheetrock fire rated wall, masonry block, Concrete, and or metal.
C. Seals: Raceways in sleeves must be sealed with fire caulking or sealant.
D. Acceptable manufactures, similar to (all items specifying brand name, same as or equivalent too):
1. Hilti fire stop, 3M Fire Barrier Sealant, DAP fire stop sealant, Rector seal Metalcaulk 1000 firecaulk sealant

8. Boxes:
Outlet boxes: except as other wise required by construction, devices or wiring, as Follows: Weather proof box, Wiremold, Walker Duct, or any boxes that the data / phone manufacture may construct to enclose there product that meets UL regulation and that is tamper resistant- vandal proof.

J. INSERTS AND SUPPORTS

Acceptable manufactures, similar to (all items specifying brand name, same as or equivalent too):

A. Maximum Loading: 75 percent of rating.
B. Insets:
i. Expansion case and concrete fasteners: Grinnel figure 117 and Series R.
ii. Concrete drilled to received required expansion case of concrete fasteners.
C. Mounting supports
D. Supports from Building Construction: Beam clamps, cantilever brackets, or other acceptable means after review.
E. Grouped Lines and Services: Supported by trapeze hangers of bolted angle or channels.
F. Smooth wires fasten from main structure with a J hook communication cable support bracket.
G. Cable tray system supported from main structure or mounted to wall.
H. Where building construction is inadequate, provide additional acceptable framing after review.
I. **Do not** tie in to any existing trapeze unit strut or any smooth wire supporting any other trades items. You must support your own product.
J. Fittings: O.Z./Gedney, T & B, Bridgeport, RACO Steel City, Appleton, Crouse Hinds.
K. Supports; Super strut, UNISTRUT.

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

L. Fasteners: Caddy, Rawl, Philips Redhead, Panduit, Hilti

M. MARKING AND IDENTIFING

1. Cat 5e – Cat 6e data wire must be mark at both ends with a self laminating wire and cable marking. Identify the location of the wires termination.
2. Cat 5e – Cat 6e data wire must be strap in a bundle with nylon cable ties. Cabling should be secured and placed in a manner which prevents kinking and tight cinching. Do not excessively bend the cable greater than four times the cable diameter.

iii. Acceptable manufactures, similar to:
A. 3M, Brady, Thomas & Betts, Panduit,

N. GENERAL

A. Contactor shall confirm previous work which could affect this contract. Should Contractor not confirm existing conditions and / or scope of work, no revisions in the contact price shall be considered – even though this is total new construction.
B. Set and layout work on premises. Base all measurements' from bench marks and correct setting or work to agree with established lines and levels. Should discrepancy exist between actual measurements and those, indicated, notify Hidalgo County Sheriff Office in writing and do not proceed with work affected until written instructions are received from the Hidalgo County Sheriff Office.
C. All minor appurtenance not specifically mention herein that are necessary to make a complete working installation, are included in the work with any necessary field engineering or detail drawings required. Submit Drawings as specified.
D. Install equipment, rigid and secure, plum and level, and in true alignment with related and adjoining work. No welding of electrical materials for attachment or support is permitted.
E. Provide templates, layout drawings, and supervision to ensure correct placing of anchorage items in concrete, and check embedded items for correctness of location and detail before concrete is placed.
F. Provide supporting members as required to set and connect rigidly the work.
G. Correct noise and vibration exceeding specified limits or due to faulty equipment at no expense to Owner.
H. Changes of magnitude involving extra cost: not allowed without written approval of the Hidalgo County Sheriff Office.
I. Group concealed equipment requiring access with equipment freely accessible through access doors.
J. Cutting shall conform with requirements in the Section dealing with cutting.
K. Patching shall conform with requirements in Section dealing with patching.

O. HEIGHT OF OUTLETS

A. Height of outlets from finished floor to top of outlet box for:
1. Receptacle and telephones: 1 foot 6 inches.
2. Wall switches – wall telephones: 4 feet, 0 inches
3. Inmate Cell – wall telephone: use the existing j-box opening in cell

4. Exceptions:
   A. At junction of different wall finish materials
   B. On molding or break in wall surface.
   C. Where the above height do not meet the requirements of the applicable code:

B. Placement Standards:
   1. Duplex Convenience / TV / Telephone Outlets; vertically oriented.
   2. Gang outlets where possible. Where ganging is not possible, locate as tightly together, as possible, and equally spaced.
   3. Align vertically outlets of different types, shown adjacent on plan, but are of different mounting heights.

P. INSTALLATION OF RACEWAYS

A. Run conduits concealed, except as noted.
B. Supports:
   1. Ceiling trapeze, strap hangers, or wall brackets.
   2. U-bolt or pipe straps at each floor level of riser raceways.
   3. Secure conduits to supports with pipe straps or U-bolts.
   4. Maximum spacing; 10 feet on centers for metallic and raceways.
   5. Mount supports to structure with:
      A. Hilti shot nails on masonry block.
      B. Expansion shield or insets on concrete – shot inserts only if approved
      C. Self threading anchor
      D. Hammer drive insert lead anchor, poly-set anchor, lag-expansion shield
      E. Plastic and metal wallboard anchors, hollow wall and metal anchors
      F. Machine screws on metal.
      G. Wood screws on wood
      H. Nails, rawl plugs or wood plugs; not permitted.
   6. Acceptable manufactures, similar to:
      A. ITW- Ramset- Redhead, Greenlee, HILTI, Wej-it,
      B. Ream and eliminate burr from cut conduit.
      C. Maintain cross sectional area of conduit bends with that of straight runs.
      D. Route exposed conduits with or at right angles to walls. No conduit exposed in fishes spaces.
      E. Clearances from water, steam or other piping: Minimum three inches separation from hot water pipes, except four inches from pipe cover at crossings.
      F. Keep raceways clear motor foundations and underside of boilers.
      G. Support ceiling hung branch circuit conduits on ceiling suspension systems only if suspension system is designed and approved to support branch circuit conduit. If so approved use Caddy clips, or Approved equal, designed to support conduit.
      H. Route conduit in walls vertically or horizontally. Diagonal runs not permitted.
      I. Empty conduits: In walls or conduits in concrete slabs are for future use; **Do not use these conduits.**

J. Seals around conduit penetration through fire rated walls and floor on both sides and proved fire rated, UL Listed sleeve assemblies and fire rated compound consistent with rating of penetrated fire rated walls and floors.
K. Outlet boxes:
   1. Set square and true with building finish and secure to building structure by adjustable strap irons.
   2. Verify outlets locations in finished spaces with Drawings of interior detail and finishes.
   3. Provide barriers between switches connected to different phase for voltages exceeding 150 volts to ground.
L. Panel, Junction and pull boxes:
   1. Location: not permitted exposed in finished space unless approved by Hidalgo County Sheriff Office. Maintain accessibility and clear of other work.
   2. Support from building structure, independent of conduit.
   3. Outlet boxes for fixture recessed in hung ceiling; accessible through opening created by removal of fixture.

Q. INSTALLATION OF WIRE AND CABLE

A. 600 VOLT CABLE:
   1. All wire and cable installed in raceway unless otherwise specified or indicated
   2. Pull no thermoplastic conductors at temperature lower 32 degrees F.
   3. Pull wire only after race way and termination boxes are installed.
   4. Circuiting shown on plan is for number of devices or fixture per circuit. Circuits can be combined provided raceway size and derating factors are in compliance with NEC.

R. INSTALATION OF LOW VOLTAGE DISTRUBUTION EQUIPMENT

A. Panelboards: Install as following:
   1. Circuit numbers indicated on drawings and panel schedules are for identification purpose only. Provide actual circuit numbers upon installation of work and indicate in panelboard directory as installed.
   2. Provide "subfeed" or "feed-through" multi-cable lugs where required.
   3. Mounting height; Maximum 6 feet 6 inches from floor to top switch unit.

S. CLEANING

A. Brush and clean work prior to concealing, painting and acceptances. Performed in stages if directed on all finished painted electrical equipment.
B. Clean and repair soiled or damaged painted exposed work and match adjoining work before final acceptance. Use factor touch-up supplied on equipment.
C. Remove debris from inside and outside of material, equipment and structures.

T. OWNER'S INSTRUCTION on OPERATION and MAINTENANCE of ELECTRICAL SYSTEMS.

1. Present owner's representatives with four (4) Operational and Maintenance Manuals.

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

2. Demonstrate operation and Maintenance and operational of Electrical System to owner's Designated operation and maintenance personnel.
3. Present owner's designated maintenance and operational personnel with electrical spare parts.

EXHIBIT "B"

SELECTION/EVALUATION CRITERIA

The County will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualification under the RFP. The evaluation criteria will include, but not be limited to the following:

1. **COMMISSION:** **35%**

- Percentage of Commission for each call.
- The providers cost of the proposed service

2. **EXPERIENCE, RELIABILITY AND STABILITY** **30%**

- Extensive Experience with provision of inmate telephone service
- Evidence of Proposers experience with similar institutions

3. **PROPOSED METHOD OF PERFORMANCE** **05%**

- Provide sufficient professional background (references) indicative of outstanding or exceptional services.

4. **EQUIPMENT** **15%**

- Furnish satisfactory evidence of their ability to furnish service/equipment

5. **SERVICES** **15%**

- Experience and knowledge necessary to provide and perform the required service
- Capability to handle calls as requested in achieving and rendering all services required.

TOTAL: **100 POINTS**

EXHIBIT "B"
RFP EVALUATION FORM
HIDALGO COUNTY-ADULT DETENTIN FACILITY
"INMATE PAY TELEPHONE SERVICES"

Selection Criteria	Points	Score
1. **COMMISSION** **(35)**		
➢ Percentage of Commission for each call	0-20	
➢ The providers cost of the proposed service	0-15	
Comments/Rationale for points:	**TOTAL:**	_____
2. **EXPERIENCE, RELIABILITY AND STABILITY** **(30)**		
➢ Extensive Experience with provision of inmate telephone service	0-15	
➢ Evidence of Proposers experience with similar institutions	0-15	
Comments/Rationale for points:	**TOTAL:**	_____
3. **PROPOSED METHOD OF PERFORMANCE** **(05)**		
➢ Provide sufficient professional background (references) indicative of outstanding or exceptional services	0-5	
Comments/Rationale for points:	**TOTAL:**	_____
4. **EQUIPMENT** **(15)**		
➢ Furnish satisfactory evidence of their ability to furnish service/equipment	0-15	
Comments/Rationale for points:	**TOTAL:**	_____
5. **SERVICES** **(15)**		
➢ Experience and knowledge necessary to provide and perform the requires service	0-8	
➢ Capability to handle calls as requested in achieving and rendering all services required.	0-7	
	TOTAL:	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements

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. 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.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar (%500,000.00) Comprehensive General Liability Insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ 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, permit's, 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

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.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or 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.: _____

(RETURN THIS PAGE WITH BID RESPONSE)

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: _____

(RETURN THIS PAGE WITH BID RESPONSE)

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. 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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession

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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 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 Regulations 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 Regulations 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 2.

*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, 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIRMENTS AGREEMENT
HIDALGO COUNTY INMATE PAY
TELEPHONE SERVICES AGREEMENT
C-16-097

THIS AGREEMENT is made and entered into this_____ day of _____, **2016**, by and between **HIDALGO COUNTY, TEXAS** (hereinafter referred to as "County") and _____(hereinafter referred to as "Contractor").

W I T N E S S E T H:

WHEREAS, County advertised for sealed bids for services and materials connected with purchase of equipment and installation necessary for inmate pay telephone services and;

WHEREAS, Contractor was the successful bidder in response to the Request for Proposals (RFP) by County.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Contractor shall perform all of the work and provide all materials, equipment and labor (the "Services") required in accordance with the terms and conditions of the Request for Proposals (RFP), a copy of which is attached hereto as Exhibit "A" (the "RFP").

2. Contractor represents and warrants to County that Contractor possesses all of the licenses, permits and expertise required to perform the services contemplated in the RFP including, but not limited to, the supplying of the equipment (as described in the RFP) and the installation of such equipment (the "Services"). Contractor warrants and represents that during the term of this Agreement, Contractor shall maintain all such licenses and permits. Contractor warrants that the Services rendered, including all materials, furnished shall be in accordance with the terms of the Contract Documents.

3. The term "Contract Documents" as used herein shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:

a. RFP dated _____**JULY 27, 2016**_ (the "RFP"), a copy of which is attached hereto as **Exhibit "A"** and incorporated herein for all purposes;

b. Contractor's **Proposal** to the RFP identified by signature of _____a copy of which is attached hereto as **Exhibit "B"** and incorporated herein for all purposes.

c. Any and all documents furnished and identified in writing by County to Contractor to be a part of this Contract, including but not limited to RFP; and

d. This Contract.

In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence, this Contract, the RFP, and the Proposal.

4. All provisions of the Contract documents shall be strictly complied with and conformed to by Contractor and no amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation, representation and/or warranty of the Contract Documents except as specifically provided for in such amendment.

5. **Service Agreement.**

a. ***Installation.*** All work will be done in a professional, workman-like manner by fully qualified and trained personnel. The number of inmate telephones and telecommunication devices of the deaf installed at the Hidalgo County Jail will be determined by the Chief Deputy of the Hidalgo County Sheriff's Department. All equipment provided by Contractor shall remain the property of Contractor and will be installed at no cost to County. In addition to all other Services, Contractor shall provide at no cost to County, three (3) portable telephones, two (2) TDD's (telephone communication devices for the hearing impaired), and five (5) spare/replacement telephones (for use if telephones are not functioning).

b. ***Maintenance.*** Contractor will respond to a maintenance or repair request from County within 24 hours for minor outages and within 3 hours for major outages. A minor outage is defined as the inability to originate calls from less than 25% of the stations served by Contractor. A major outage is defined as the inability to originate calls from 25% or more of the stations served by Contractor.

c. ***Contractor*** shall coordinate with County for the removal and change out of present inmate telephone services and the local exchange carrier to minimize the down time and interruption of inmate telephone service.

6. **Distribution of Collected Proceeds by** _____

Contractor agrees to provide Hidalgo County distribution of gross billed revenues as follows:

a. ____% of the gross billed revenue for "flat rate" Local Collect calls.

b. ____% of gross billed revenue for Long Distance Collect calls.

c. ____ Dollar ($0.00) Card will cost Hidalgo County Sheriff's Office _____ Dollars and _____ Cents ($ 0.00) each.

Gross revenue includes all flat rate and usage charges plus any surcharges billed less no deductions. All commission calculations will use the billed amounts and no other form of calculating commissions will be accepted.

Distribution will be made within sixty (60) days following the end of the month in which the call giving rise to the revenue is generated.

7. **Term.**

a. Subject to the provisions of Exhibit (b) below, the term of this Agreement shall be for a period of Two (2) Years commencing _____ _____, 2016, expiring _____ _____, 201____ and County's sole

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option to extend/renew for an **additional Three (3) Year term** based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County 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

b. In the event that Contractor shall fail to perform, keep and observe any of the terms, covenants and conditions of this Agreement, County shall give Contractor written notice of such default and in the event said default is not remedied to the satisfaction and approval of County, County may, on thirty (30) days written notice terminate this Contract. County, at its sole discretion, may terminate this Contract on sixty (60) days written notice without cause.

Should Contractor for any reason in the sole opinion of County become unable to complete the work specified in this Contract, County may, in its sole discretion, call the performance bond due, in full, as and for such non-performance, and/or as liquidated damages.

8. **Access**. County agrees to provide Contractor reasonable access to the premises and the telephone facilities as required by Contractor to perform the services outlined in this Contract. In the event Contractor installs any equipment on County premises as part of this Contract such equipment shall remain the property of Contractor. All inside wiring and conduit placed by Contractor under this Agreement becomes the property of County upon termination and/or expiration of this Contract. Except as required by applicable law no person or entity other than County and Contractor will have access to the facility.

9. This Contract is entered into subject to the following conditions:

a. In the event that any provision or portion of any Contract documents shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the laws of the State of Texas. The invalidity or unenforceability of any provision or portion of any Contract Documents shall not affect the validity or enforceability of any other provisions or portion of the Contract Documents.

b. Contractor shall use its best efforts to keep to a minimum disruption or interruption of the County's jail facility and/or work of County employees while performing its work in accordance with the Contract Documents.

10. Contractor expressly acknowledges that Contractor will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes and all other federal, state and local taxes. Contractor, as independent contractor, shall be solely responsible to its employees, agents, third party contractors, or any other person supplying labor or material for Contractor in performing any portion of this contract or any action or omission incident thereto.

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11. Contractor assumes full responsibility and liability for all labor and materials furnished and activities conducted by Contractor pursuant to the contract and any action or omission incident thereto.

12. Contractor will indemnify and hold County, its elected officials, officers, agents and employees (the "Indemnified Parties") harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or arising out of any alleged negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Contractor's or that of any person providing Services hereunder through or for the Contractor. Upon written notice from County, the Contractor will resist and defend at Contractor's own expense, and by counsel reasonably satisfactory to County, any such claim or action. Such indemnification shall include, but not be limited to, all the Indemnified Parties' attorneys fees and costs incurred in defending or responding to any action brought or threatened against the Indemnified Parties for any action or omission arising from or incident to Contractor's performance under this Contract.

13. **Insurance Requirements.** For this Agreement to become effective Contractor must provide County with a Certificate of Insurance naming County as additional insured for the activities of Contractor providing inmate telephone equipment and service in the Hidalgo County Jail, to all policies listed below and state that Hidalgo County Commissioners Court will receive thirty (30) days advance written notice of any material change or cancellation of any policy listed on the Certificate.

General Liability: Limits for General Liability shall be no less than $1,000,000 bodily injury each occurrence and $500,000 property damage each occurrence and $1,000,000 property damage in aggregate. An acceptable alternative will be $1,000,000 combined single limit for bodily injury and property damage.

Automobile Liability: Coverage should be afforded on all owned, non-owned and hired vehicle whether private passenger or other than private passenger. Limits for Automobile Liability should be no less than $500,000 bodily injury per person, $1,000,000 per accident and $500,000 property damage each accident. An acceptable alternative will be $1,000,000 combined single limit for bodily injury or property damage.

Workers Compensation: Coverage should be afforded for all operations of Contractor's business as required by the State of Texas. Coverage for Employer's Liability should be no less than $500,000 for all claims.

14. ***Performance Bond.*** For this Contract to become effective Contractor must furnish a performance bond in the form of a bond issued by a surety company authorized to do business in the State of Texas, a Cashier's Check or Irrevocable Letter of Credit to the County of Hidalgo within ten (10) calendar days after award of this Contract, and prior to any installation

work or equipment delivery or performance of the Services. The performance bond must be payable to County in the amount of $20,000 and will be retained during the full period of this Contract and/or renewals. No personal or company checks are acceptable. This Contract and dates of performance must be specified in the performance bond. In the event that County exercises its options to extend the Contract for an additional period, the Contractor shall be required to maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this numbered paragraph, in an amount stipulated by County at the time of the renewal of this Contract.

15. This Contract shall be governed by the laws of the State of Texas and shall be performable in Hidalgo County, Texas.

16. Contractor agrees, for itself and on behalf of its successors, and any person or persons claiming under Contractor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve the County of any and all obligations or liability hereunder.

17. If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Contract, including any other provision, paragraph or subparagraph. Each provisions, paragraph, and subparagraph of this Contract is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

18. Contractor shall commence the performance of the Services on _____ _____, **2016** and the Services shall be completed on or before _____ _____, **201____**.

19. County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractor's partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Contract or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for

insurance coverage and will discharge such responsibility fully.

20. The Contractor will incur no financial obligation on behalf of County without prior written approval of the County Judge. The Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

21. Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Contract or in the selection of associates, employees, or independent contractors.

22. Following the expiration of this Contract or its termination for any reason, Contractor agrees to do nothing that may interfere with any contract of County with any other individual or entity for the provision of the Services.

23. Any waiver of enforcement of any provision or waiver of any breach of this Contract, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

24. The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

25. Any amendments to this Contract will be effective only if in writing and signed by County and the Contractor.

26. The defined terms used herein are for convenience only and do not limit the contents of this Contract.

27. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

28. The execution and performance of this Contract by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Contractor and County in accordance with its terms.

29. No waiver or modification of the Contract documents shall be valid unless it is in writing and signed by the County and Contractor.

30. This Contract shall be binding upon, and inure to the benefit of Contractor and County and their respective successors and assigns.

31. If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees and court costs, incurred by such party in enforcing the terms of this Contract.

32. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof. This Contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter hereof.

33. All notices shall be given in writing and be sent by registered or certified mail, return receipt requested, and shall be addressed:

If to County: County of Hidalgo
Attn: County Judge
100 E. Cano St. 2nd Floor

Edinburg, Texas 78539

If to Contractor: _____
_____
_____
_____

34. Proprietary Information. To the extent permitted by applicable law, County agrees that all information relating to Contractor "Non-Sent Paid" calls (collect calls), the contents of this Agreement and all pricing and proposals related to the Services are proprietary to Contractor. All such information, to the extent permitted under the Texas Open Records Act and other applicable law, will be held in trust and confidence by County.

35. County may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Contractor.

36. **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

37. **Commitment of Current Revenues Only-** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Contract, County may terminate this Contract upon sixty (60) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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EXECUTED as of the day and year first written above.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____

Printed Name: _____

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Title: _____

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EXHIBIT "A"

REQUEST FOR PROPOSALS (RFP) PROCUREMENT PACKET

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EXHIBIT "B"

CONTRACTOR'S PROPOSAL
with BEST and FINAL OFFER (BAFO)

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EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT “B”

Contractor’s Proposal

With Best and Final Offer (BAFO)



Hidalgo County Purchasing Office
Yolanda Velasquez, Buyer III
2812 S. Business Highway 281
Edinburg, Texas 78539

October 11, 2016

RE: RFP for "Inmate Pay Telephone System & Services"

Dear Yolanda,

Securus Technologies, Inc. is pleased to submit our best and final proposal in response to Hidalgo County's RFP for "Inmate Pay Telephone System & Services". We are prepared to comply with all the contractual requirements and have offered a turnkey solution offering all of the capabilities requested by Hidalgo County.

Our proposal to Hidalgo County includes:

Ninety One (91%) Percent Commission with a $675,000 Minimum Annual Guarantee. An additional $10,000 will be paid upon acceptance of renewal year terms in years 3, 4 and 5.

Securus will charge .25 per minute with a $3.00 credit card funding fee with no cost funding options available.

Secure Call Platform (SCP) with all required features and all training provided throughout the term of the agreement. The system will include Automated Information Services (AIS) to automate inmate and constituency questions, Investigator Pro biometric identification, ICER inmate communication evaluation and reporting and THREADS data analytics at no cost to Hidalgo County.

Securus is dedicated to our role as a partner to law enforcement and deploys many applications dedicated to assisting our partners in improving facility efficiencies as well as resolving issues around overcrowding, budget shortfalls, staffing shortages and overall community safety. In addition to offering the industry's only program giving back to fallen officers through our Correctional Officer's Memorial Fund.

We are confident in our proposed solution to Hidalgo County and we believe we will exceed your expectations for the provision of inmate telephone services. A partnership with Securus will provide Hidalgo County with greater efficiency enhancing capabilities, improved security, and improved investigative capabilities. Please contact me with anything additional we can provide and we look forward to the opportunity of beginning a long term mutually beneficial relationship with Hidalgo County and its constituents.

Best Regards,

Matt Anderson

Sales Vice President

APPENDIX A

PROPOSAL RESPONSE SHEET

HIDALGO COUNTY ADULT DETENTION FACILITY

"INMATE PAY TELEPHONE SERVICES"

Securus Technologies, Inc. . Inmate Telephone Vendor hereby agrees to bid and pay Hidalgo County the following monthly, flat-rate commission payment for the business opportunity to install, service, and collect inmate telephone call fees at the Hidalgo County Jail. This payment is based upon the **GROSS BILLED REVENUE.**

A. Monthly Telephone Flat Rate Revenues for **LOCAL SERVICE (Enter percent in both words and numerically)**

Percent of monthly **GROSS BILLED** revenue from all installed telephones:

Percentage offered in words: ninety one %

Numerical Percentage offered: 91 %

B. Monthly Telephone Flat Rate Revenue for **LONG DISTANCE SERVICE (Enter percent in both words and numerically)**

Percent of monthly **GROSS BILLED** revenue from all installed telephones:

Percentage offered in words: ninety one %

Numerical Percentage offered: 91 %

C. Provide your definition of **GROSS BILLED REVENUE** in the following terms.

Billed Charge Any **GROSS BILLED**

For A Cell		Deductions		REVENUE
$2.50 (avg call)	LESS	$0.00	=	$2.50 (call revenue)

COMPANY NAME: Securus Technologies, Inc.

ADDRESS: 14651 Dallas Parkway, suite 600

CITY: Dallas **STATE:** Texas **ZIP CODE:** 75254

PHONE №: 972-277-0300 **FAX №:** 972-277-0514

AUTHORIZED SIGNATURE: 

PRINTED NAME: Robert E. Pickens

TITLE: President **EMAIL:** bpickens@securustechnologies.com

Executive Summary

Securus Technologies, Inc. (Securus) appreciates the opportunity to submit our proposed Inmate Pay Telephone System & Services solution to the Hidalgo County (County) Purchasing Department on behalf of the Hidalgo County Sheriff's Office. After reviewing your request for proposal (RFP NO: 2016-097-07-27-YZV), Securus is confident that we can meet all of the specifications set forth by the RFP. Securus delivers the best technology in the inmate communications industry, and we tailor it to meet our partners' specific needs.

Securus understands what is important to county jails, and especially the County's facility, and we will meet or exceed your expectations in relation to all of your selection criteria:

- **Commission** – Securus offers some of the most attractive commission rates in the industry. We are pleased to be able to offer the County a **91% commission** on all gross revenue. We will also include a minimum annual guarantee of $675,000 annually to support Hidalgo County.
- **Experience, Reliability and Stability** – Founded in 1986, Securus and its predecessor organizations have been providing correctional facility communications systems for almost 30 years.
- **Proposed Method of Performance** – Securus is the **leading technology innovator and provider** in the industry. We have developed and currently own more than 140 technology patents, along with approximately 90 more pending with the U.S. Patent Office. Our inmate telephone system is the most deployed inmate telephone platform in the correctional communications industry, with over 2,600 current installations nationwide. Five references that have benefitted from our exceptional products and services can be found in Appendix B.
- **Equipment** – Securus telephones are built for the prison environment. They are the overwhelming choice for the federal prisons, state prisons, county facilities, and city facilities nationwide because of their proven reliability, durability, and flexibility. Securus also manufactures TTY/TDD telephones that are in full compliance with ADA requirements. Securus will also provide the County with an uninterruptible power supply (UPS) backup for the equipment installed on the County's premises. The UPS will eliminate spikes, sags, surges, and transients, delivering clean power to connected critical loads.
- **Services** – Headquartered in Dallas, Texas, Securus serves more than 3,400 safety, law enforcement, and corrections agencies, and 1,200,000 inmates across North America. Our proposed inmate telephone solution is the most widely used system available serving over 2,600 sites daily.

EXHIBIT “C”

INSURANCE REQUIREMENTS

SECUHOL-01 PAYNERY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2016

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	CONTACT NAME: Willis Towers Watson Certificate Center
Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Insurance Company	38911
INSURER B : Berkley Regional Insurance Company	29580
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Securus Technologies, Inc.
14651 Dallas Parkway
Suite 600
Dallas, TX 75254-8815

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			TCP7008991-10	09/09/2016	09/09/2017	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			TCP7008991-10	09/09/2016	09/09/2017	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
							Comp & Coll Ded	$	1,000
A	X UMBRELLA LIAB X OCCUR			TUL7008990-10	09/09/2016	09/09/2017	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED X RETENTION $ 10,000							$	
B	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		TWC7008989-10	09/09/2016	09/09/2017	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)

THIS CERTIFICATE VOIDS AND REPLACES THE PREVIOUSLY ISSUED CERTIFICATE DATED: 9/9/2016

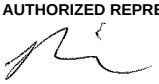
CERTIFICATE HOLDER

Hidalgo County
2802 South Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2014 ACORD CORPORATION. All rights reserved.

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

RE: Inmate Pay Telephone Contract

From : Steve Crain <scrain@atlashall.com> Wed, Oct 12, 2016 03:08 PM
Subject : RE: Inmate Pay Telephone Contract
To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

Looks good.

From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, October 12, 2016 2:59 PM
To: Steve Crain <scrain@atlashall.com>; Marynel Trevino <mntrevino@atlashall.com>
Cc: Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>
Subject: Inmate Pay Telephone Contract
Importance: High

Good afternoon Mr. Crain,

As per our conversation earlier and as requested, attach please find copy of "Service Contract" for your review as to form. I have an agenda item pending for October 25, 2016. Current Extension expires: November 04, 2016.

Please review and advise as to form.

Thank you.

Yolanda Velasquez, Buyer III

tel: 956-318-2626 ext 4881

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:
2016-122946

Date Filed:
10/12/2016

Date Acknowledged:
10/12/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Securus Technologies, Inc.
Dallas, 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 TX

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.
I-002265
Inmate Telephones/Video Visitation/investigations Solutions/public Safety

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Securus Technologies Holdings, Inc.	Dallas, TX United States	X	
Brucato, CJ	Boston, MA United States	X	
Kanji, Arza	Boston, MA United States	X	
Pan, Bob	Boston, MA United States	X	
Reinhold, Dennis	Dallas, TX United States	X	
Smith, Richard	Dallas, TX United States	X	
Boyd, Geoff	Dallas, TX United States	X	
Pickens, Robert	Dallas, 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.

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Pan, Bob	Boston, MA United States	X	
Reinhold, Dennis	Dallas, TX United States	X	
Smith, Richard	Dallas, TX United States	X	
Boyd, Geoff	Dallas, TX United States	X	
Pickens, Robert	Dallas, 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.

NOTARY PUBLIC STATE OF TEXAS
DIANE WENDLING
MY COMMISSION EXPIRES
July 21, 2018

RA Lee
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Pickens, this the 12 day of October, 2016, to certify which, witness my hand and seal of office.

Diane Wendling — DIANE WENDLING

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-57006 **Closed Session** **26. C.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - Contract #C-05-007-08-02; Juvenile Justice Center

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2016 11:41 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Monica Badillo		Started On: 10/21/2016 11:37 AM
Final Approval Date: 10/21/2016		

AI-56959 **Closed Session** **26. D.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-8615-14-A; Michael Calvillo & Rosa Rivera v. Hidalgo County, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/20/2016 08:02 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Monica Badillo		Started On: 10/19/2016 05:14 PM
Final Approval Date: 10/21/2016		

AI-56955 **Closed Session** **26. E.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Brittany Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/19/2016 04:41 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Monica Badillo		Started On: 10/19/2016 04:38 PM
Final Approval Date: 10/21/2016		

AI-57007 **Open Session** **28. C.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - Contract #C-05-007-08-02; Juvenile Justice Center

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2016 11:41 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Monica Badillo		Started On: 10/21/2016 11:37 AM
Final Approval Date: 10/21/2016		

AI-56960 **Open Session** **28. D.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-8615-14-A; Michael Calvillo & Rosa Rivera v. Hidalgo County, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/20/2016 08:03 AM
Final Approval	Monica Badillo	10/21/2016 05:41 PM
Form Started By: Monica Badillo		Started On: 10/19/2016 05:14 PM
Final Approval Date: 10/21/2016		

AI-56956 **Open Session** **28. E.**

CC - REGULAR

Meeting Date: 10/25/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Brittany Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/19/2016 04:41 PM
Final Approval	Monica Badillo	10/21/2016 05:41 PM

Form Started By: Monica Badillo Started On: 10/19/2016 04:39 PM

Final Approval Date: 10/21/2016