AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
January 24, 2017
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-58187** Discussion and possible action of the Hidalgo County Enterprise Project.

B. **AI-58179** Discussion on the proposed Hidalgo County Foreign Trade Zone (FTZ).

C. **AI-58177** Discussion and approval of a Resolution in opposition of House Bill 474; the creation of a new appellate court, the Fifteenth Court of Appeals.

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

A. **AI-58038** REQUESTING APPROVAL OF 2017 ELECTED OFFICIAL BONDS;
Sergio J. Valdez - Judge, County Court at Law No. 7
Martin N. Cantu - Constable, Precinct No. 2
Gilberto Saenz - Justice of the Peace, Precinct No. 1, Place 1
Bobby Contreras - Justice of the Peace, Precinct No. 2, Place 1

7. **Constables:**

A. **AI-57991** Constable Precinct No.1:
1. Authorization and Approval to apply for the K9s4COPS Grant.
2. Authorization for County Judge, as authorized official, to sign required documents for the application.

B. **AI-57986** Constable Pct. #2 - TTBH (1285):

1. Discussion, consideration and approval to enter into an Interlocal Agreement between Hidalgo County Constable Precinct 2 and Tropical Texas Behavioral Health.
2. Authorization to pay overtime reimbursable under the Interlocal Agreement terms and conditions.
3. Authorization for County Judge, as authorized official, to sign the Interlocal Agreement award and related documents.
4. Approval of Certification of Revenues by the County Auditor.

Action	Dept. / Program/ FY	Slot #	Proposed Position Title	Proposed Budgeted Salary
Create	292-013-7	0001	Deputy Constable Step I	$44,577.00

5. Approval of the following personnel action:

6. Approval of appropriation of funds.
7. Approval to revise the salary schedule in accordance with Commissioners' Court Action.

C. **AI-58002** Constable Pct. #4 - TTBH (1285):

1. Discussion, consideration and approval to enter into an Interlocal Agreement between Hidalgo County Constable Precinct 4 and Tropical Texas Behavioral Health.
2. Authorization to pay overtime reimbursable under the Interlocal Agreement terms and conditions.
3. Authorization for County Judge, as authorized official, to sign the Interlocal Agreement award and related documents.
4. Approval of Certification of Revenues by the County Auditor.
5. Approval of the following personnel action:

Action	Slot #	Dept./ Program/FY	Proposed Position Title	Proposed Budgeted Salary
Create	0001	294-013-7	Deputy Constable Step I	$44,577.00

6. Approval of appropriation of funds.
7. Approval to revise the salary schedule.

8. **Sheriff's Office:**

A. **AI-58092** Sheriff's Office – K9s4COPS (1284):

1. Authorization and approval to apply for the K9s4COPS grant.
2. Authorization for County Judge, as authorized official, to sign required documents for the application.

9. **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-58175** 1. Discussion, consideration and action on Order approving First Amendment to Interlocal Agreement between Hidalgo County and Reinvestment Zone Number One, City of Donna

2. Discussion, consideration and action on Order approving First Amendment to Interlocal Agreement between Hidalgo County and Tax Increment Reinvestment Zone Number Two, City of Donna

C. **AI-58108** Requesting permission by the Edinburg Chamber of Commerce to use the county square for the 49th Annual Fiesta Edinburg Celebration on Saturday, February 25, 2017 at 10:00 a.m.

D. **AI-58122** United Blood Services has requested approval to host blood drives on Thursday, February 23 and Thursday, June 22 at the County Courthouse, 100 N. Closner Blvd. in Edinburg and Thursday, July 6 and Thursday, November 9 at the Administration Building, 2802 S. Bus. 281 in Edinburg. The Blood Mobile will be on site from 10:30 a.m. to 3:00 p.m. on the dates approved for the blood drive. 2017 Blood Drive Schedule.

E. **AI-58048** Title VI/Nondiscrimination:
1. Discussion, consideration, and approval to adopt the Hidalgo County Title VI/Nondiscrimination Policy Statement.
2. Discussion, consideration and approval to adopt the U.S. Department of Transportation (DOT) Standard Title VI Assurances to establish full and affirmative compliance with the Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities.

F. **AI-58051** Authorization for Valde Guerra, Executive Officer to sign IRS Form 8283 (Noncash Charitable Contributions) on behalf of the County in connection with land donation from ML Rhodes, Ltd. (for a Park in Donna, Texas)

G. **AI-58064** Requesting approval of claim for the following, with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

Vendor	Invoice#	Invoice Date	Amount	Service Location
Superior Alarms	583721	12/29/16	$155.00	Adm. Bldg.,100 E. Cano, Edbg.

H. **AI-58173** Public Defense:
Requesting approval of payment of two (2) attorney vouchers totaling $2,457.50 (not submitted within 3 months of disposition as per Local Rules of Administration adopted under TLGC 74.093) from attorney Sidney Meadows in connection with legal representation of indigent defendants with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor (as attached)

10. **Human Resources:**

A. **AI-58192** Approval to pay employee #217484 for 5 hours worked on 01/03/17 in order to comply with the U.S. Department of Labor requirements. Temporary position expired on 12/31/16.

B. **AI-58068** Border Colonia Access Program/ R&B County Wide Administration (1200):
1. Approval to reduce supplemental pay allowance from $3,500.00 to $1,104.00 to slot no. 125-028-0-A006.
2. Approval to transfer slot no. 125-028-0-A006 supplemental pay allowance from Clerk IV position, slot no. 121-004-0-0009 to Program Manager position, slot no. 125-030-0-0001.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

C. **AI-58076** Constable Pct. #4 (1100):
Approval of clarification to Agenda Item 57327, Item No.4; to correct the effective date to delete one (1) regular full-time Deputy Constable position, Slot No. 011, from 12/13/2016 to 12/26/2016.

D. **AI-58079** 1.DA Criminal (1100) / DA Investigation HB65 (1223) / DA-Pretrial Intervention (1225):
A. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
B. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 2/06/2017 :

Action	Slot#	Dept/ Program	Current/Proposed Position Title	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance
Salary Adjustment (Increase)	0020	080-015	Assistant District Attorney IV	$9,534.00	$14,524.00
Salary Adjustment (Decrease)	0025	080-015	Assistant District Attorney III	$11,840.00	$6,850.00
Create / (Add Auto Allowance)	0182	080-007	Assistant District Attorney II	$0.00	$59,843.00
				$0.00	$900.00
Change funding source / (Auto Allowance)	0034	080-002	Criminal Investigator III	$0.00	$3,600.00
	A165	080-007		$3,600.00	$0.00
Change funding source / (Auto Allowance)	0099	080-002	Criminal Investigator II	$0.00	$3,600.00
	A166	080-007		$3,600.00	$0.00

C. Approval of interdepartmental transfer and appropriation of funds.
D. Approval to revise the salary schedule in accordance with Commissioners Court action.

2. Domestic Violence Court Grant (1289) / Criminal DA (1100):
A. Discussion, consideration, and approval to reassign supplemental pay as follows, effective next full pay period, 2/06/2017 :

Employee#	Dept./ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
210170	080-002	0010	Assistant District Attorney III	$11,720.00	$0.00

212334	080-002	0047	Assistant District Attorney II	$0.00	$11,720.00

B. Approval to revise the salary schedule in accordance with Commissioners' Court Action.

E. **AI-58195** District Attorney's Office Chapter 59/ HB65 (1223):
1. Discussion, consideration, and approval to create one (1) regular full-time Administrative Assistant II position, slot no.183, at $31,979.00.
2. Approval of appropriation of funds.
3. Approval to revise the salary schedule in accordance with commissioners court approval.

F. **AI-58081** 1.Sheriff's Office (1100):
A. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
B. Discussion, consideration and approval of the following personnel actions, effective next full pay period, 02/06/2017:

Action	Slot#	Dept/ Program	Position Title	Current Budgeted Allowance	Proposed Budgeted Allowance
Remove / Clothing Allowance	0219	280-001	Senior Deputy Sheriff Step II	$500.00	$0.00

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

2. Jail Commissary (2102):
A. Discussion, consideration and approval of the following personnel action, effective next full pay period, 02/06/2017:

Action	Slot#	Dept./ Program	Position Title	Budgeted Salary
Delete	0005	280-015	Clerk III	$26,958.00

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

G. **AI-58123** CCL#8 (1100):
Approval of clarification to agenda item# 57725, item no. 3 to correct the effective date to assign employee #212300 to Slot #0008 from 01/01/2017 to 12/13/2016.

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

A. **AI-58073** Requesting approval to submit grant renewal application for the Infectious Disease Control program in the amount of $290,780.00 with authority for County Judge to sign documents. The contract period will run from September 1, 2017 to August 31, 2019.

B. **AI-57925** Requesting approval to pay for out of county travel and other out of pocket expenses for Kevin Nolting, dba Nolting Consulting LLC. as per the Consulting Services Contract. (Travel for RHP 5 Learning Collaborative, February 15, 2017.) Total expenditures are estimated at $500.00.

C. Health Care Funding District:

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

D. Indigent Health Care Program:

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

12. Community Service Agency:

A. AI-58136 Requesting approval of the FY 2017 Community Services Block Grant Program (CSBG) Contract #61170002636 with Texas Department of Housing and Community Affairs and authority for Jaime Longoria, Director to electronically sign documents

13. Urban County:

A. AI-58185 Subject to HB 1295 Compliance, requesting consideration and action to award and enter into a construction contract with 2GS, LLC dba Earthworks Enterprise in the amount of $184,171.00 (base bid). UCP Fiscal Years 26 & 27 (2013 - 2014) City of Edcouch Street Improvement funds will be utilized.

B. AI-58184 Requesting approval of a program amendment for the City of Alamo FY's 24, 25, 26, 27 & 29 (2011-2014 & 2016) work plans. Fiscal years 2011-2014: will delete the current scope of work and add the replacement of approximately 6,000 linear feet of waterlines to Highview S/D. Fiscal year 2016: will add the installation of approximately 4,600 LF of 8" pvc waterlines to Regency Acres S/D.

14. Head Start Program:

A. AI-58034 Discussion/Appointment/Approval of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One Year Term According to 45 CFR Chapter, XIII, 1304.50(b)(1)-(b)(7) by Commissioner David Fuentes, Precinct 1

B. AI-58035 Discussion, Approval of Self-Assessment Schedule

15. Planning Department:

A. AI-58120 1. Preliminary Approval
a. ECISD Hargill Elementary Subdivision- Pct. 1 (Rene Gutierrez, E.C.I.S.D. Superintendent) (Wilson Avenue & 4th Street)
No. of Lots: 1 Institutional
Flood Zone: C
Drainage: Yes, onsite storm drainage and detention pond.

ETJ: No, Rural Area
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by North Alamo Water Supply
Paved: Yes, Wilson Avenue.

b. Loma Prieta Subdivision- Pct. 4 (Andres L. Kalifa) (Mile 6 ½ North Road & N. 29thStreet)
No. of Lots: 2 Single Family
Flood Zone: X
Drainage: Yes, by regrading Mile 6 ½ North Road side ditch.
ETJ: Yes, approved by City of McAllen
Water: Yes, provided by City of McAllen
Sewer: Yes, Sanitary Sewer provided by City of McAllen
Paved: No, Developer will submit an escrow to the City of McAllen for Mile 6 ½ North Road.

c. Eduardo's No. 16 Subdivision- Pct. 3 (Ingrid Izaguirre) (Trosper Road & Mile 3 North Road [F.M. 1924])
No. of Lots: 18 Single Family
Flood Zone: C
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by City of Mission
Water: Yes, provided by Sharyland Water Supply Corporation
Sewer: Yes, Sanitary Sewer provided by City of Mission
Paved: Yes, Trosper Road.2 internal streets to be paved.

d. Pueblo De Palmas Ph. 20 Subdivision- Pct. 4 (J. Gary Frisby [JGF Enterprises, L.P.]) (Cameron Road & Kenyon Road)
No. of Lots: 100 Single Family
Flood Zone: X
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by City of Edinburg
Paved: Yes, Kenyon Road. Cameron Road and 5 internal streets to be paved.

e. Pueblo De Palmas Ph. 21 Subdivision- Pct. 4 (J. Gary Frisby [JGF Enterprises, L.P.]) (Davis Road & Kenyon Road)
No. of Lots: 45 Single Family
Flood Zone: X
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by City of Edinburg
Paved: Yes, Davis Road and Kenyon Road. 2 internal streets to be paved.

f. Del Rey Estates Unit 2 Subdivision- Pct. 4 (Kyndel W. Bennett [Bennett-Flores Investments,LLC.])
(Canton Road & Alamo Road [F.M. 907])
No. of Lots: 154 Single Family and 25 Commercial
Flood Zone: B
Drainage: Yes, Storm Drainage Pipe System & construction of Drainage Ditch.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF

Paved: Yes, Canton Road and Alamo Road [F.M. 907]. 6 internal streets to be paved.

2. Final Approval
a. Pueblo De Palmas Ph. 19 Subdivision- Pct. 4 (J. Gary Frisby [JGF Enterprises, L.P.]) (Davis Road & Kenyon Road)
No. of Lots: 85 Single Family
Flood Zone: X
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by City of Edinburg
Paved: Yes, Kenyon Road, Cameron Road, Davis Road and 6 internal streets.

3. Final Approval with Financial Guarantee
a. Huisache Acres No. 13 Subdivision- Pct. 1 (Rick D. Harbison [RHTJ Management, LTD.]) (Trenton Road & Dillon Road)
No. of Lots: 27 Single Family
Flood Zone: C
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, Dillon Road and 2 internal streets.Trenton Road to be paved by Developer. $37,409.27 to be held in escrow and reimbursement upon completion of Trenton Road construction.

16. Precinct #1 - Comm. Fuentes:

A. AI-58119 Resolution in honor of Edcouch-Elsa High School Basketball Coach Robert Capello, who reached a milestone on January 6, when he became only the fourth high school coach in Texas to reach 1,000 career wins.

17. Precinct #3 - Comm. Flores:

A. AI-57860 1. Requesting approval of an Interlocal Cooperation Agreement (ICA) among the City of Mission, City of McAllen, and Hidalgo County concerning certain Phase III improvements to Taylor Rd. from US83 Expressway North to Mile 2 North.

2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement project with certain Phase III road improvements to Taylor Road (from US83 Expressway North to Mile 2 N.)

18. Budget & Management:

A. AI-58171 Approval of 2017 Nuisance Abatement Code Enforcement Division Schedule of Fees pursuant to Health & Safety Code § 343.023 (a).

B. AI-58065 Resolution in Support of an Illegal Dumping Prevention and Education Program

C. Budget Appropriations:

1. **AI-58054** 1115 Waiver DSRIP (1100):
a. Approval to undesignate the amount of $1,389,912.00 in the year 2017 for expenditures related to the 1115 Waiver Program.
b. Approval of 2017 appropriation of funds in the amount of $1,389,912.00 to fund program expenditures.

2. **AI-57642** Economic Development (1100):
Approval of 2017 appropriation of funds in the amount of $254,500.00 to establish an operating budget for the economic development program.

19. 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-58194** Discussion, consideration and action amending Letter of Engagement with Porter Hedges, LLP with regard to the scope of legal services, including but not limited to other professional services for New Courthouse Project

2. **AI-58141** Acceptance and approval of a professional services contract for the provision of “Debris Monitoring & Recovery Services” selected through Hidalgo County’s membership participation with HGAC’s awarded vendor Tetra Tech, Inc., with effective term commencing upon approval of this item with termination to coincide with HGAC’s term of May 31, 2019 with the option to renew two (2) additional one (1) year terms.

3. **AI-58084** Requesting Approval to reject sole bid received for project titled -"Pick up of Used Oil-Filters and Anti-Freeze" through project no. 2017-012-12-21-SGS and re-bid project with modifications made to the Specifications, so as to attempt to encourage more participation.

4. **AI-58153** Requesting Amendments [drafted by HCDA-Civil Section] to current Hidalgo County contracts, including but not limited to the following:
A. E-16-151-03-22 with Unifirst Holdings, Inc.; and,
B. E- 16-423-12-06 with Bio-Ops, LLC
for the inclusion/addition of the HC Autopsy facilities for the provision of goods/services required including [Unifirst's] Harlingen location in addition to McAllen, subject to compliance with HB1295 & HB23 if and when applicable..

B. Pct. 2

1. **AI-58124** Acceptance and approval of the final construction contract documents for the project: Hidalgo County Precinct No. 2 - Yuma Avenue Extension (CC award AI-#57264, 11-15-16) to Texas Cordia Construction, LLC in the total amount of $713,333.15 (Contract No. C-16-281-11-15) with authority to execute the contract.

2. **AI-58161** Approval of Work Authorization No. 1 (with an estimated cost of $5,305.00) as submitted by Terracon Consultants, Inc., Contract No. C-16-208-07-19 to provide construction material testing services for the Pct 2 Sgt Trevino Road Project.

C. Pct. 4

1. **AI-58170** Approval of Supplemental Agreement #3 - WA No. 1 for "Additional Services" with an "increase" of ($ 14,640.00) revising the estimated total cost to ($ 67, 590.00) as submitted by project engineer, Halff Associates, Inc., under (on call) Professional Services Agreement# C-16-188-05-10 for “Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings” (on an as needed basis) for Precinct 4, [Project: "Sanitation Collection Facility and "M" Road Building"].

2. **AI-58174** a. Acceptance and approval of a Professional Services Agreement # C-17-031-01-24 with South Texas Infrastructure Group, LLC for: "job specific" project: “Phase II of the Sunflower Park --Concrete Sidewalk, Walking Trail, Parking and Drive Project” located within Precinct No. 4;

   b. Pursuant to Article 14, under agreement #C-17-031-01-24 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 $ 74,339.05) South Texas Infrastructure Group, LLC for: "job specific" project: “Phase II of the Sunflower Park --Concrete Sidewalk, Walking Trail, Parking and Drive Project” located within Precinct No. 4, in connection to agreement # C-17-031-01-24.

3. **AI-57922** A. Acceptance and approval of invoices from AT&T detailed herein and totaling $1,747.61 ['12./2015 - 12/2016] with authority to permit the submission of a requisition for same for processing of a PO [as services are under Sole Source Declaration] so as to forward [to Auditors] for processing protocols and payment procedures to be completed [by Hon. Norma G. Garcia, County Treasurer] connection with two [2] lines [CC Sole Source Declaration of 1-28-14 still in effect] for the Linn/San Manuel Facility;
   B. Acceptance and approval of a DIR-TEX-AN-NG-CTSA-005 contract for telephone services [with no agreement required as confirmed via e-mail from vendor] and ratification of PO#754949 for services from Jan 2017 forward.

4. **AI-58037** Acceptance & approval of invoice #3124 dated 11/16/2016 for $3,663.48 from Frontera Equipment for the rental of a double drum compactor for the time detailed [11/15-12/14/16] on the documentation pursuant to HCPP&P, Chpt. 6, Sect.6.03.02 as precinct equipment was out of commission [in need of repair] to avoid 'work stoppage' while completing a project.

20. **Open Forum**

21. **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-58102** Pending/potential litigation - matter involving joint real estate sale by the County of Hidalgo, City of Edinburg, Edinburg EDC and others

D. **AI-58044** C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County Drainage District No. 1

E. **AI-58066** Civil Action No. 7:16-cv-00184; County of Hidalgo v. Old Republic Surety Company

F. **AI-58111** CCD-0375-F; State of Texas & Hidalgo County, Texas v. Rumalda V. Gomez

G. **AI-58031** EEOC Charge No. 451-2016-02842: Jose Lauro Hinojosa v Hidalgo County

H. **AI-58182** C-0142-17-E; Bryan Hathorn v. County of Hidalgo

I. **AI-58189** Claim of Irma & Rene Torres

J. **AI-58025** Claim of Brandon Guerra

K. **AI-58094** Claim of Shelia Ann Pruitt-Orr

L. **AI-58130** Claim of Sylvia Solis

M. **AI-58132** Claim of Dahlia Casanova

22. 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)

23. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-58103** Pending/potential litigation - matter involving joint real estate sale by the County of Hidalgo, City of Edinburg, Edinburg EDC and others

D. **AI-58045** C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County Drainage District No. 1

E. **AI-58067** Civil Action No. 7:16-cv-00184; County of Hidalgo v. Old Republic Surety Company

F. **AI-58112** CCD-0375-F; State of Texas & Hidalgo County, Texas v. Rumalda V. Gomez

G. **AI-58032** EEOC Charge No. 451-2016-02842: Jose Lauro Hinojosa v Hidalgo County

H. **AI-58183** C-0142-17-E; Bryan Hathorn v. County of Hidalgo

I. **AI-58190** Claim of Irma & Rene Torres

J. **AI-58026** Claim of Brandon Guerra

K. **AI-58096** Claim of Shelia Ann Pruitt-Orr

L. **AI-58131** Claim of Sylvia Solis

M. **AI-58133** Claim of Dahlia Casanova

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

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

26. **Adjourn**

AI-58187 **County Judge's Office** **5. A.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Michael Leo, COUNTY JUDGE **Submitted By:** Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and possible action of the Hidalgo County Enterprise Project.

BACKGROUND

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/20/2017 04:31 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Virginia Jones		Started On: 01/20/2017 04:22 PM
Final Approval Date: 01/20/2017		

Hidalgo County Enterprise Project

The purpose of this project is to embark in business entrepreneurship within the communities of Hidalgo County. The project is funded by Unclaimed Property Capital Credits from the Texas Comptroller of Public Accounts. In order to pursue economic development opportunities or partnerships with the cities within the County, Hidalgo County has certified to the state that the purpose of these funds will be in compliance with the provisions of Section 381.004 of the Texas Local Government. The intention of this project is to encourage entrepreneurship, create critical jobs, advance commerce, and promote tourism to boost our local economy. Entrepreneurs who seek an interest in this possible enterprise must read on.

The project seeks to encourage entrepreneurially oriented residents who seek to develop their own ideas and technologies. This project also seeks to provide the participants with forums in which they develop skill in presenting their business idea to the committee and receive constructive feedback for increasing the probability of successfully launching their proposal.

Participants will have the opportunity to compete for grant prize money to be used for the betterment or launch of their enterprise.

Eligibility Rules

Participants. The grant opportunity is for Hidalgo County entrepreneurs who have newly developed or currently own a business project with economic challenges. Entrepreneurs must be Hidalgo County residents and the business must be within Hidalgo County. They must (1) have played a major role in conceiving the enterprise, (2) have management roles in the enterprise, and (3) own significant equity in the enterprise.

The Team. There is no restriction on the total size of the enterprise's founding team.

Nature of Enterprise. The project is for new or existing qualifying businesses with economic challenges. **A qualifying business is one that has demonstrated they have moved beyond the business plan strategy by showing some form of proven customer traction.**

Prior Activity. Enterprises can apply multiple times; however, they can only be awarded once.

Hidalgo County Enterprise Project Submission Requirements

Property Guidelines

• The originator of the business plan will retain all rights to the business plan. Nondisclosure statements for any business project will not be required to be agreed upon by any judge, reviewer, staff, or audience.

DRAFT

• Business projects may become public and entrants should not assume any right of confidentiality in any information disclosed.

• Hidalgo County, the organizers of this project, may make copies, take photographs, videotape and/or audiotape the presentations including the business plan and other documents, charts or material prepared for use in presentation. Participants retain all proprietary rights.

Business Plan Process

Phase I – Intent to Apply

• All participants must fill out an *Intent to Apply Form* which is available online at http://www.hidalgocountyenterpriseproject.com Description may not exceed 1000 words

Description must include:

- The nature, demand, and purpose of the business.
- Viability of the project regarding geographic location and demographics.
- Pricing, sales, promotional strategies.
- Management, educational, professional experience.
- Provide complete financial projections within 2 to 4 years.
- Employment creation projections.

Phase II – Formats

• If the business plan is accepted as qualified, the following format must be followed to continue to Phase II of the project process.

• Plans must be limited to 30 pages of text, including the executive summary and summary financial data. Detailed spreadsheets and appropriate appendices may follow the text portion of the plan but will be limited to 10 pages maximum. In total, the plan should be no longer than 40 pages.

• Financial data should include a cash flow statement, income statement, and balance sheet. Include an explanation of the offering to investors indicating how much money is required, how it will be used, and the proposed structure of the deal, i.e., stock, debentures, etc. The team is

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not required to reveal its desired deal, although the judges may ask questions about it. Also, delineate the possible exit strategies.

• Attachments should only be included when they support the plan. The text portion of the plan (30 pages) must contain all pertinent information in a clear and concise manner.

• Six (6) hard copies as well as one (1) electronic copy of the final plan are due at the Hidalgo County Judge's office on or before **July 1, 2017, no exceptions**. Five (5) copies will be distributed to the panel of judges prior to the project and the Hidalgo County Judge's Office will retain the final copy.

Phase III – Written Plan Evaluation Criteria

• Judges will use the *Business Plan Evaluation Form - Written Plan* to assess the written portion of the business plan. This section is worth a total of 60 points.

• It consists of six parts; Part I – Market Opportunity, Part II – Distinctive Competence, Part III – Management Capability, Part IV - Financial Understanding, Part V – Investment Potential and Part VI – Innovation.

• Plans should be sent the Hidalgo County Judge's Office at 100 E. Cano, Edinburg, TX 78539.

Phase IV - Presentation Guidelines & Evaluation Form

• The Business Plan – Oral Presentation Evaluation Form will be used to determine the quality of the oral presentation and is worth a total of 40 points.

• 15 minutes will be provided to present the business plan. If questions are presented, they will take place during this time.

• Please give advance notice of equipment needs.

Awards

• The project winners will ultimately receive a grant award of up to $20,000. The business must agree to comply with all guidelines stipulated by Hidalgo County by signing the *Compliance Agreement.*

• The entrepreneurs **MUST** start their business in the location originally presented and must remain in Hidalgo County for a period at least five (5) years.

• The entrepreneurs must use the funds within one (1) year from the date of winning the event.

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• The business will provide the proper invoices to the Hidalgo County Auditor's Office for review; thus will be processed for reimbursement.

For more information on the Hidalgo County Enterprise project, please contact:

Michael Leo
Economic Development Director
Hidalgo County Judge's Office
100 E. Cano, ste 201
Edinburg, TX 78539
956-318-2600
Michaeal.leo@co.hidalgo.tx.us

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AI-58179 **County Judge's Office** **5. B.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Michael Leo, COUNTY JUDGE **Submitted By:** Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion on the proposed Hidalgo County Foreign Trade Zone (FTZ).

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/20/2017 04:11 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Virginia Jones Started On: 01/20/2017 03:31 PM

Final Approval Date: 01/20/2017

AI-58177 **County Judge's Office** **5. C.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and approval of a Resolution in opposition of House Bill 474; the creation of a new appellate court, the Fifteenth Court of Appeals.

BACKGROUND

No fiscal impact.

Fiscal Impact

Attachments

Letter from 13th Court of Appeals
letter
Resolution
exh 1
exh 2
exh 3
exh 4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/20/2017 03:57 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Virginia Jones		Started On: 01/20/2017 03:14 PM
Final Approval Date: 01/20/2017		

Rogelio Valdez

Chief Justice
Thirteenth Court of Appeals
Hidalgo County Administration Building
100 East Cano Street, Fifth Floor
Edinburg, Texas 78539
Telephone: (956) 318-2405
Telecopier: (956) 318-2403

December 19, 2016

Ramon Garcia, County Judge of Hidalgo County
A. C. Cuellar Jr., Hidalgo County Commissioner
Eduardo "Eddie" Cantu, Hidalgo County Commissioner
Joe M. Flores, Hidalgo County Commissioner
Joseph Palacios, Hidalgo County Commissioner

VIA HAND DELIVERY

Re: House Bill 474 relating to the Thirteenth Court of Appeals District and to the creation of the Fifteenth Court of Appeals District; authorizing fees

Dear Judge Garcia and County Commissioners:

I respectfully urge you to vote against the House Bill 474 which proposes to create a new appellate court by splitting the twenty-county district encompassing the Thirteenth Court of Appeals into two separate appellate court districts.

Background

The Thirteenth Court of Appeals is one of fourteen intermediate appellate courts in the State of Texas. The court serves a geographical region encompassing twenty counties: Aransas, Bee, Calhoun, Cameron, De Witt, Goliad, Gonzales, Hidalgo, Jackson, Kennedy, Kleberg, Lavaca, Live Oak, Matagorda, Nueces, Refugio, San Patricio, Victoria, Wharton, and Willacy. House Bill 474 proposes to create a new appellate court, the Fifteenth Court of Appeals, and transfer Cameron, Hidalgo, and Willacy Counties to that court.

The Thirteenth Court of Appeals maintains offices in both Corpus Christi and Edinburg through Hidalgo and Nueces Counties. Its six justices sit in either location to handle the business of the court. There is no duplication or overlap between the staffing for the two offices. Although the court transacts business through both locations, the court is structured as a unified whole. The court is budgeted as if it were based in one location and is funded similarly to the Third Court of Appeals in Austin, which is the only other six-justice appellate court in the state.

Financial Impact

House Bill 474 provides no additional funding for the creation of a new appellate court. Last legislative session, the costs to create a Fifteenth Court of Appeals was estimated by the Legislative Budget Board at more than $400,000 annually according to the Fiscal Note presented to the Committee on Judiciary and Civil Jurisprudence due to the additional salaried positions and equipment required to create a new appellate court.

The passage of House Bill 474 would result in two appellate courts that are underfunded, by hundreds of thousands of dollars, in comparison to all other appellate courts in Texas. Three-justice courts of appeals were funded for Fiscal Year 2015 at approximately $1.4 million annually. This court's budget for 2016, $2.7 million, split in two as suggested by the proponents of House Bill 474, would result in an annual funding of $1.35 million for each of the resulting three-justice courts. This would result in two courts which are funded at lower amounts than the other similarly sized appellate courts in the state. Underfunding the courts will negatively impact their productivity.

Based on comparing the current budgets of the state's appellate courts, it costs more to run a three-justice court than a six-justice court because there are economies of scale with a larger court in terms of personnel, equipment, and other operating expenses. Accordingly, it would be inefficient and costly to replace a six-justice court with two three-justice courts.

Efficiency

For the past six years, the Thirteenth Court has consistently met or exceeded its performance measures. The creation of an additional appellate court in the Thirteenth Court's district would not improve efficiency.

The Thirteenth Court is a "transferee" court which accepts transfers of appellate causes from other appellate courts pursuant to the Texas Supreme Court's docket equalization authority, and adding an additional court in the district served by the Thirteenth Court would add a court where none is needed. Piecemeal redistricting, such as that proposed by House Bill 474 will not benefit the appellate court system without a systematic and uniform approach regarding the State's appellate needs in its entire geographic region. In this regard, the Council of Chief Justices does not recommend redistricting at this time.

Minority Impact

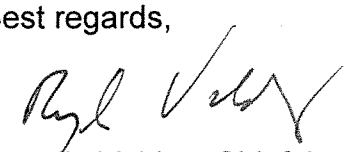
The Thirteenth Court of Appeals has six justices who preside over a twenty-county Hispanic-majority region where the voters have elected to fill five of the six judicial positions with candidates from a protected racial minority (Hispanic candidates). House Bill 474 seeks to pack the minority voters from the twenty-county district into only three counties where those Hispanic voters who have currently elected five Hispanic justices would be reconfigured as a Hispanic super-majority where they would only have the opportunity to vote on three judicial positions. Thus, House Bill 474 violates the constitutional protections established by the United States Supreme Court. *See Voinovich v. Quilter*, 507 U.S. 146, 152–54 (1993); *Johnson v. De Grandy*, 512 U.S. 997, 1007 (1994); *see also League of United Latin Am. Citizens v. Perry*, 548 U.S. 399, 495 (2006) (Roberts, J., concurring and dissenting in part).

Conclusion

In sum, the Thirteenth Court serves as one cohesive and integrated court which operates efficiently and economically for all of the counties in its geographic region. Splitting the court would not benefit the State of Texas but would instead increase economic costs, increase the disproportionality of appellate court filings on a state-wide basis, and unconstitutionally dilute minority votes.

Please do not hesitate to contact me if you have any questions or require any further information to make an informed decision regarding the proposed bill.

Best regards,



Rogelio Valdez, Chief Justice
Thirteenth Court of Appeals

Rogelio Valdez
Chief Justice
Thirteenth Court of Appeals
Hidalgo County Administration Building
100 East Cano Street, Fifth Floor
Edinburg, Texas 78539
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The passage of House Bill 474 would result in two appellate courts that are underfunded, by hundreds of thousands of dollars, in comparison to all other appellate courts in Texas. Three-justice courts of appeals were funded for Fiscal Year 2015 at approximately $1.4 million annually. This court's budget for 2016, $2.7 million, split in two as suggested by the proponents of House Bill 474, would result in an annual funding of $1.35 million for each of the resulting three-justice courts. This would result in two courts which are funded at lower amounts than the other similarly sized appellate courts in the state. Underfunding the courts will negatively impact their productivity.

Based on comparing the current budgets of the state's appellate courts, it costs more to run a three-justice court than a six-justice court because there are economies of scale with a larger court in terms of personnel, equipment, and other operating expenses. Accordingly, it would be inefficient and costly to replace a six-justice court with two three-justice courts.

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The Thirteenth Court is a "transferee" court which accepts transfers of appellate causes from other appellate courts pursuant to the Texas Supreme Court's docket equalization authority, and adding an additional court in the district served by the Thirteenth Court would add a court where none is needed. Piecemeal redistricting, such as that proposed by House Bill 474 will not benefit the appellate court system without a systematic and uniform approach regarding the State's appellate needs in its entire geographic region. In this regard, the Council of Chief Justices does not recommend redistricting at this time.

Minority Impact

The Thirteenth Court of Appeals has six justices who preside over a twenty-county Hispanic-majority region where the voters have elected to fill five of the six judicial positions with candidates from a protected racial minority (Hispanic candidates). House Bill 474 seeks to pack the minority voters from the twenty-county district into only three counties where those Hispanic voters who have currently elected five Hispanic justices would be reconfigured as a Hispanic super-majority where they would only have the opportunity to vote on three judicial positions. Thus, House Bill 474 violates the constitutional protections established by the United States Supreme Court. *See Voinovich v. Quilter*, 507 U.S. 146, 152–54 (1993); *Johnson v. De Grandy*, 512 U.S. 997, 1007 (1994); *see also League of United Latin Am. Citizens v. Perry*, 548 U.S. 399, 495 (2006) (Roberts, J., concurring and dissenting in part).

Conclusion

In sum, the Thirteenth Court serves as one cohesive and integrated court which operates efficiently and economically for all of the counties in its geographic region. Splitting the court would not benefit the State of Texas but would instead increase economic costs, increase the disproportionality of appellate court filings on a state-wide basis, and unconstitutionally dilute minority votes.

Please do not hesitate to contact me if you have any questions or require any further information to make an informed decision regarding the proposed bill.

Best regards,

Rogelio Valdez, Chief Justice
Thirteenth Court of Appeals

A RESOLUTION IN OPPOSITION TO HOUSE BILL 474

WHEREAS, the Hidalgo County Commissioners Court recognizes that the Texas Legislature has under consideration House Bill 474, "Relating to the Thirteenth Court of Appeals District and to the creation of the Fifteenth Court of Appeals District; authorizing fees; and

WHEREAS, House Bill 474 proposes to create a new appellate court by splitting the twenty-county district encompassing the Thirteenth Court of Appeals into two separate appellate court districts, and the proposed Fifteenth Court of Appeals would consist of the counties of Cameron, Hidalgo, and Willacy Counties; and

WHEREAS, House Bill 474 would adversely affect the citizens of Hidalgo County because it has a racially discriminatory effect and unconstitutionally dilutes minority votes; the bill it seeks to pack the minority voters from the twenty-county district into only three counties where those Hispanic voters who have currently elected six Hispanic justices would only have the opportunity to vote on three judicial positions; and

WHEREAS, House Bill 474 provides no additional funding for the creation of an additional court and would thus be inefficient and costly for the citizens of Hidalgo County and the State of Texas; and

WHEREAS, the Thirteenth Court of Appeals serves as one cohesive and integrated court which operates efficiently and economically for all of the counties in its geographic region, which includes Hidalgo County.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, by virtue of the authority vested in us, do hereby state that for the foregoing reasons, it is in the best interest of Hidalgo County and our taxpayers to oppose House Bill 474.

PASSED AND APPROVED by the Hidalgo County Commissioners Court on this the __ day of January, 2017.

RAMON GARCIA
County Judge

DAVID FUENTES
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

Attest: **LAURA HINOJOSA**
District Clerk

Office of Court Administration
Fiscal Note

Bill Number HB474

Agency Analyst Jennifer Henry **Date Prepared:** 1/10/2017

Bill Summary/Fiscal Analysis

This bill would create a new Fifteenth Court of Appeals District, composed of the counties of Cameron, Hidalgo, and Willacy. The Court of Appeals for the Fifteenth District would consist of a Chief Justice and two Justices. The Chief Justice of the Thirteenth Court of Appeals would be transferred to the Fifteenth Court of Appeals. Two Justices from the Thirteenth Court of Appeals would be transferred to the Fifteenth Court of Appeals based on their residency. From among the Justices of the Thirteenth Court of Appeals who remain, the Governor shall designate the Chief Justice. The bill directs that the budget for the Thirteenth Court of Appeals be split equally with the Fifteenth Court of Appeals.

Fiscal Impact

The bill would result in additional full time equivalent positions and operating expenses. It is assumed that there will be a shifting of positions between the Corpus Christi office and Edinburgh office. The net result of the position transfers and vacancies created would require the hiring of a new Clerk and Central Staff Attorney for the Fifteenth; and to backfill the Accountant and Network Specialist for the Thirteenth that transferred to the Fifteenth. The Justices from the Thirteenth Court of Appeals would be transferred to the Fifteenth Court of Appeals and the Chief Justice of the Thirteenth Court of Appeals would become the Chief Justice of the Fifteenth Court of Appeals. The Thirteenth Court of Appeals would have a savings in the areas of freight and travel which would be offset by the increase in salary for the newly appointed Chief Justice position for the Thirteenth Court of Appeals. The total fiscal impact to the state would be $433,271 in Fiscal Year 2018 and $421,878 in Fiscal Year 2019.

Methodology

Current salaries of Thirteenth Court of Appeals staff and projected shifting of positions between the courts were used in determining additional costs for the Thirteenth and Fifteenth Court of Appeals. The additional funds, if appropriated, will need to be distributed based on estimates calculated by the Clerk of the Thirteenth Court of Appeals and the Office of Court Administration.

Technology

The four additional full time equivalent positions would each require a PC, Office software, printer and cell phones. This equipment is currently on a 4-year replacement cycle. The software has a 15% escalation factor included each year.

	2018	2019	2020	2021	2022
Technology Impact	$ 11,600	$ -	$ -	$ -	$ 11,600

Summary of Fiscal Implications

	2018	2019	2020	2021	2022
Probable Gain to GENERAL REVENUE FUND	$ -	$ -	$ -	$ -	$ -
Probable Loss to GENERAL REVENUE FUND	$ -	$ -	$ -	$ -	$ -

EXHIBIT 1

Probable Savings to GENERAL REVENUE FUND	$ -	$ -	$ -	$ -	$ -
Probable Cost to GENERAL REVENUE FUND	$ (433,271)	$ (421,878)	$ (422,116)	$ (422,390)	$ (434,304)
	2018	2019	2020	2021	2022
FTEs	4.0	4.0	4.0	4.0	4.0

Cost to the State

Personnel Services:

Position Titles	FTEs required	Salary Group	2018	2019	2020	2021	2022
Central Staff Attorney-15th	1.0	B28	$ 98,568	$ 98,568	$ 98,568	$ 98,568	$ 98,568
Accountant-13th	1.0	B17	$ 54,852	$ 54,852	$ 54,852	$ 54,852	$ 54,852
Clerk-15th	1.0	B28	$ 98,568	$ 98,568	$ 98,568	$ 98,568	$ 98,568
Network Specialist-13th	1.0	B18	$ 52,536	$ 52,536	$ 52,536	$ 52,536	$ 52,536
Total (also reflected below)	4.0		$ 304,524	$ 304,524	$ 304,524	$ 304,524	$ 304,524

Other Expenses:

	2018	2019	2020	2021	2022
Total salaries and wages (from Personnel Services Schedule)	$ 304,524	$ 304,524	$ 304,524	$ 304,524	$ 304,524
Other Personnel Costs (PRC)	$ 1,523	$ 1,523	$ 1,523	$ 1,523	$ 1,523
Professional services	$ -	$ -	$ -	$ -	$ -
Travel	$ -	$ -	$ -	$ -	$ -
Other operating expense	$ 5,630	$ 5,837	$ 6,075	$ 6,349	$ 6,664
Equipment	$ 11,600	$ -	$ -	$ -	$ 11,600
Other costs: (specify)	$ -	$ -	$ -	$ -	$ -
1% Health Benefits Contribution	$ 3,045	$ 3,045	$ 3,045	$ 3,045	$ 3,045
Employee retirement, OASI & group insurance cost (35.12% of salary cost)	$ 106,949	$ 106,949	$ 106,949	$ 106,949	$ 106,949
Total	$ 433,271	$ 421,878	$ 422,116	$ 422,390	$ 434,304

Method of Financing

	2018	2019	2020	2021	2022
GENERAL REVENUE FUND	$ 433,271	$ 421,878	$ 422,116	$ 422,390	$ 434,304
FEDERAL FUNDS	$ -	$ -	$ -	$ -	$ -
OTHER: (specify)	$ -	$ -	$ -	$ -	$ -
Total	$ 433,271	$ 421,878	$ 422,116	$ 422,390	$ 434,304

Local Government Impact

No significant fiscal impact to local governments is anticipated. The Thirteenth Court of Appeals currently operates in two locations, Corpus Christi and Edinburg (as established by statute). Under the bill, the reconfigured 13th Court of Appeals would remain in Corpus Christi, while the new 15th Court of Appeals would be housed in Edinburg. Hidalgo County is currently responsible for furnishing and equiping suitable rooms in the City of Edinburg for the Court and the Justices without expense to the State.

13th Court of Appeals
Cost Per County for Government Code Sec. 22.214
Period October 1, 2015 - September 30, 2016

		Population 2010 Census	% of 13th District	Allocation Amount	Outstanding Balance	Total Amount Due
1.	Hidalgo	815,996	39.720%	57,348.91		57,348.91
2.	Cameron	417,276	20.312%	29,326.52		29,326.52
3.	Nueces	352,107	17.139%	24,746.39		24,746.39
4.	Victoria	90,028	4.382%	6,327.25		6,327.25
5.	San Patricio	66,137	3.219%	4,648.17		4,648.17
6.	Wharton	41,216	2.006%	2,896.70		2,896.70
7.	Matagorda	36,592	1.781%	2,571.72		2,571.72
8.	Bee	32,799	1.597%	2,305.14		2,305.14
9.	Kleberg	32,101	1.563%	2,256.09		2,256.09
10.	Aransas	24,356	1.186%	1,711.76		1,711.76
11.	Willacy	21,921	1.067%	1,540.63		1,540.63
12.	Calhoun	21,806	1.061%	1,532.54		1,532.54
13.	DeWitt	20,503	0.998%	1,440.97		1,440.97
14.	Gonzales	20,312	0.989%	X 1,427.55		1,427.55
15.	Lavaca	19,581	0.953%	1,376.17		1,376.17
16.	Jackson	14,591	0.710%	1,025.47		1,025.47
17.	Live Oak	11,867	0.578%	834.02		834.02
18.	Goliad	7,465	0.363%	524.65		524.65
19.	Refugio	7,305	0.356%	513.40		513.40
20.	Kenedy	412	0.020%	28.96		28.96
	TOTAL	2,054,371	100.0000%	*144,382.98*	0.00	144,382.98

	144,382.98
Nueces County	(24,746.39)
Net billing	119,636.59

Prepared by: Elva Fuentes
Nueces County Auditors Office
11/5/2015

Exhibit 2

Attachment 1

KEY OBJECTIVE OUTCOME MEASURES

Clearance Rate	2011	2012	2013	2014	2015	2016	2017	2018	2019	Exc Plus Base 2018	Exc Plus Base 2019	Trend
1st/Houston	102.4%	102.3%	101.7%	113.5%	102.4%	104.0%	100.0%	98.0%	98.0%	100.0%	100.0%	
2nd/Fort Worth	94.5%	101.7%	105.2%	102.3%	117.5%	90.0%	100.0%	92.0%	90.0%	100.0%	100.0%	
3rd/Austin	102.5%	87.8%	100.6%	103.5%	101.1%	118.3%	100.0%	90.0%	90.0%	100.0%	100.0%	
4th/San Antonio	97.9%	94.9%	95.3%	106.7%	107.5%	96.4%	100.0%	93.0%	93.0%	100.0%	100.0%	
5th/Dallas	95.4%	100.4%	193.7%	103.9%	108.9%	105.0%	99.0%	92.0%	93.0%	103.0%	102.0%	
6th/Texarkana	101.0%	100.7%	95.4%	102.8%	104.3%	100.0%	100.0%	90.0%	90.0%	100.0%	100.0%	
7th/Amarillo	95.1%	95.2%	114.1%	98.3%	105.5%	100.0%	100.0%	96.0%	96.0%	100.0%	100.0%	
8th/El Paso	103.0%	83.9%	89.8%	100.3%	110.5%	97.6%	100.0%	90.0%	90.0%	100.0%	100.0%	
9th/Beaumont	97.3%	100.6%	96.4%	97.8%	99.4%	100.0%	100.0%	95.0%	95.0%	100.0%	100.0%	
10th/Waco	93.7%	98.5%	108.7%	112.9%	112.9%	96.8%	100.0%	100.0%	100.0%	100.0%	100.0%	
11th/Eastland	97.8%	89.4%	99.7%	103.8%	103.3%	100.0%	100.0%	95.0%	95.0%	100.0%	100.0%	
12th/Tyler	100.5%	100.5%	100.5%	101.1%	101.1%	100.0%	100.0%	95.0%	95.0%	100.0%	100.0%	
13th/Corpus Christi	94.7%	100.4%	100.1%	100.6%	100.0%	100.0%	100.0%	90.0%	90.0%	100.0%	100.0%	
14th/Houston	106.8%	101.3%	100.6%	101.5%	100.4%	100.0%	100.0%	98.0%	98.0%	100.0%	100.0%	
Overall	98.8%	97.0%	107.3%	103.5%	105.3%	100.6%	99.9%	93.9%	93.8%	100.2%	100.1%	
% (Decrease)/Increase		**-1.84%**	**9.60%**	**-3.64%**	**1.74%**	**-4.74%**	**-0.65%**	**-6.47%**	**-0.08%**	**0.29%**	**6.35%**	

% Cases Pending < 2 yrs	2011	2012	2013	2014	2015	2016	2017	2018	2019	Exc Plus Base 2018	Exc Plus Base 2019	Trend
1st/Houston	98.9%	98.6%	99.3%	98.5%	99.5%	99.8%	99.9%	97.9%	97.9%	99.9%	99.9%	
2nd/Fort Worth	99.7%	99.7%	98.6%	97.5%	98.3%	99.3%	100.0%	95.0%	93.0%	100.0%	100.0%	
3rd/Austin	99.5%	96.5%	93.3%	97.1%	97.7%	96.9%	100.0%	90.0%	90.0%	100.0%	100.0%	
4th/San Antonio	100.0%	99.8%	100.0%	100.0%	99.8%	100.0%	100.0%	93.0%	93.0%	100.0%	100.0%	
5th/Dallas	99.6%	99.2%	99.4%	99.5%	99.4%	95.0%	90.0%	88.0%	85.0%	95.0%	96.0%	
6th/Texarkana	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	
7th/Amarillo	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	96.0%	96.0%	100.0%	100.0%	
8th/El Paso	99.7%	98.2%	99.2%	94.3%	96.7%	95.0%	100.0%	90.0%	90.0%	100.0%	100.0%	
9th/Beaumont	100.0%	100.0%	99.7%	100.0%	99.8%	99.2%	100.0%	95.0%	95.0%	100.0%	100.0%	
10th/Waco	98.3%	100.0%	98.9%	99.6%	98.3%	98.6%	100.0%	100.0%	100.0%	100.0%	100.0%	
11th/Eastland	100.0%	100.0%	100.0%	99.0%	98.4%	99.0%	100.0%	95.0%	95.0%	100.0%	100.0%	
12th/Tyler	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	98.0%	98.0%	100.0%	100.0%	
13th/Corpus Christi	99.8%	99.6%	99.8%	100.0%	100.0%	100.0%	100.0%	90.0%	90.0%	100.0%	100.0%	
14th/Houston	100.0%	100.0%	100.0%	100.0%	100.0%	99.9%	99.9%	97.9%	97.9%	99.9%	99.9%	
Overall	99.6%	99.2%	99.0%	98.8%	99.3%	98.8%	99.3%	94.7%	94.3%	99.6%	99.7%	
% (Decrease)/Increase		**-0.38%**	**-0.22%**	**-0.18%**	**0.44%**	**-0.53%**	**0.52%**	**-4.83%**	**-0.38%**	**0.36%**	**5.37%**	

Exhibit 3

KEY OBJECTIVE OUTCOME MEASURES

% Submitted Cases < 1 yr	2011	2012	2013	2014	2015	2016	2017	2018	2019	Exc Plus Base 2018	Exc Plus Base 2019	Trend
1st/Houston	100.0%	99.8%	99.8%	99.9%	98.4%	99.3%	99.8%	97.8%	97.8%	99.8%	99.8%	
2nd/Fort Worth	99.3%	100.0%	99.7%	97.9%	95.0%	95.4%	100.0%	91.0%	89.0%	100.0%	100.0%	
3rd/Austin	99.8%	98.6%	96.8%	98.6%	91.3%	90.0%	100.0%	90.0%	90.0%	100.0%	100.0%	
4th/San Antonio	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	93.0%	93.0%	100.0%	100.0%	
5th/Dallas	99.9%	99.9%	100.0%	100.0%	99.4%	99.0%	95.0%	93.0%	90.0%	98.0%	99.0%	
6th/Texarkana	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	
7th/Amarillo	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	96.0%	96.0%	100.0%	100.0%	
8th/El Paso	100.0%	100.0%	100.0%	98.7%	97.8%	97.0%	100.0%	90.0%	90.0%	100.0%	100.0%	
9th/Beaumont	100.0%	100.0%	100.0%	100.0%	99.1%	96.5%	100.0%	95.0%	95.0%	100.0%	100.0%	
10th/Waco	100.0%	100.0%	100.0%	100.0%	100.0%	97.3%	100.0%	100.0%	100.0%	100.0%	100.0%	
11th/Eastland	100.0%	100.0%	100.0%	99.5%	96.1%	98.0%	100.0%	95.0%	95.0%	100.0%	100.0%	
12th/Tyler	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	98.0%	98.0%	100.0%	100.0%	
13th/Corpus Christi	100.0%	99.6%	99.8%	100.0%	99.9%	100.0%	100.0%	90.0%	90.0%	100.0%	100.0%	
14th/Houston	100.0%	100.0%	100.0%	100.0%	100.0%	99.8%	99.8%	97.8%	97.8%	99.8%	99.8%	
Overall	99.9%	99.8%	99.7%	99.6%	99.8%	98.0%	99.6%	94.8%	94.4%	99.8%	99.9%	
% (Decrease)/Increase		**-0.09%**	**-0.16%**	**-0.09%**	**0.19%**	**-1.78%**	**1.60%**	**-5.13%**	**-0.38%**	**0.22%**	**5.51%**	

OUTPUT MEASURES

Number of Civil Cases Disposed	2011	2012	2013	2014	2015	2016	2017	2018	2019	Exc Plus Base 2018	Exc Plus Base 2019	Trend
1st/Houston	707.00	732.00	679.00	676.00	668.00	632.00	700.00	686.00	686.00	700.00	700.00	
2nd/Fort Worth	499.00	534.00	500.00	463.00	484.00	365.00	470.00	392.00	383.00	485.00	485.00	
3rd/Austin	525.00	445.00	585.00	609.00	574.00	589.00	535.00	488.00	488.00	535.00	535.00	
4th/San Antonio	470.00	467.00	501.00	541.00	541.00	407.00	503.00	449.00	449.00	483.00	483.00	
5th/Dallas	909.00	915.00	948.00	1,009.00	964.00	950.00	912.00	894.00	876.00	950.00	955.00	
6th/Texarkana	139.00	148.00	126.00	119.00	113.00	107.00	100.00	90.00	90.00	100.00	100.00	
7th/Amarillo	234.00	210.00	209.00	195.00	231.00	235.00	235.00	235.00	235.00	251.00	251.00	
8th/El Paso	202.00	179.00	185.00	172.00	209.00	177.00	182.00	161.00	161.00	182.00	182.00	
9th/Beaumont	248.00	186.00	253.00	197.00	242.00	226.00	225.00	212.00	212.00	225.00	225.00	
10th/Waco	192.00	199.00	178.00	164.00	142.00	130.00	180.00	180.00	180.00	180.00	180.00	
11th/Eastland	165.00	158.00	137.00	167.00	152.00	160.00	160.00	130.00	130.00	160.00	160.00	
12th/Tyler	134.00	147.00	138.00	147.00	113.00	137.00	133.00	132.00	132.00	140.00	140.00	
13th/Corpus Christi	420.00	427.00	420.00	418.00	456.00	444.00	450.00	405.00	405.00	450.00	450.00	
14th/Houston	727.00	736.00	683.00	707.00	711.00	634.00	700.00	686.00	686.00	700.00	700.00	
Overall	397.93	391.64	395.86	398.86	400.00	370.93	391.79	367.14	365.21	395.79	396.14	
% (Decrease)/Increase		**-1.60%**	**1.06%**	**0.75%**	**0.29%**	**-7.84%**	**5.32%**	**-6.71%**	**-0.53%**	**1.01%**	**7.81%**	

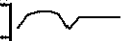
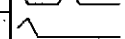
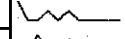
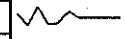
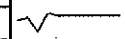
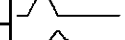
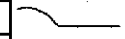
Number of Criminal Cases Disposed	2011	2012	2013	2014	2015	2016	2017	2018	2019	Exc Plus Base 2018	Exc Plus Base 2019	Trend
1st/Houston	570.00	627.00	588.00	699.00	549.00	601.00	600.00	588.00	588.00	600.00	600.00	
2nd/Fort Worth	499.00	564.00	493.00	502.00	561.00	462.00	610.00	500.00	490.00	635.00	635.00	
3rd/Austin	328.00	333.00	286.00	300.00	295.00	337.00	315.00	268.00	268.00	315.00	315.00	
4th/San Antonio	458.00	380.00	375.00	428.00	378.00	342.00	425.00	342.00	342.00	368.00	368.00	
5th/Dallas	1,422.00	1,367.00	1,283.00	1,151.00	1,112.00	991.00	951.00	932.00	913.00	995.00	1,000.00	
6th/Texarkana	273.00	268.00	264.00	280.00	248.00	245.00	250.00	225.00	225.00	250.00	250.00	
7th/Amarillo	382.00	386.00	373.00	312.00	284.00	290.00	290.00	290.00	290.00	308.00	308.00	
8th/El Paso	181.00	159.00	157.00	192.00	182.00	148.00	151.00	139.00	139.00	151.00	151.00	
9th/Beaumont	338.00	289.00	261.00	255.00	261.00	250.00	250.00	237.00	237.00	250.00	250.00	
10th/Waco	240.00	246.00	285.00	292.00	273.00	235.00	300.00	300.00	300.00	300.00	300.00	
11th/Eastland	244.00	223.00	256.00	217.00	227.00	230.00	230.00	200.00	200.00	230.00	230.00	
12th/Tyler	247.00	262.00	243.00	231.00	236.00	238.00	252.00	233.00	233.00	245.00	245.00	
13th/Corpus Christi	469.00	521.00	448.00	480.00	396.00	448.00	422.00	380.00	380.00	422.00	422.00	
14th/Houston	674.00	596.00	633.00	629.00	579.00	576.00	600.00	588.00	588.00	600.00	600.00	
Overall	451.79	444.36	424.64	426.29	398.64	385.21	403.29	373.00	370.93	404.93	405.29	
% (Decrease)/Increase		**-1.67%**	**-4.64%**	**0.39%**	**-6.93%**	**-3.49%**	**4.48%**	**-8.12%**	**-0.56%**	**0.41%**	**8.48%**	

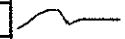
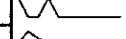
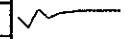
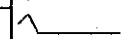
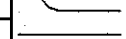
EXPLANATORY MEASURES

Number of Civil Cases Filed	2011	2012	2013	2014	2015	2016	2017	2018	2019	Exc Plus Base 2018	Exc Plus Base 2019	Trend
1st/Houston	707.00	601.00	637.00	565.00	561.00	590.00	600.00	612.00	624.00	612.00	624.00	
2nd/Fort Worth	545.00	602.00	516.00	495.00	458.00	457.00	470.00	485.00	485.00	485.00	485.00	
3rd/Austin	526.00	611.00	614.00	640.00	604.00	625.00	615.00	615.00	615.00	615.00	615.00	
4th/San Antonio	490.00	444.00	507.00	534.00	462.00	425.00	483.00	483.00	483.00	483.00	483.00	
5th/Dallas	917.00	945.00	938.00	965.00	953.00	965.00	985.00	1,005.00	1,025.00	1,005.00	1,025.00	
6th/Texarkana	112.00	119.00	106.00	98.00	78.00	70.00	85.00	85.00	85.00	85.00	85.00	
7th/Amarillo	202.00	177.00	183.00	174.00	169.00	170.00	170.00	170.00	170.00	170.00	170.00	
8th/El Paso	149.00	168.00	156.00	135.00	151.00	123.00	123.00	123.00	123.00	123.00	123.00	
9th/Beaumont	243.00	220.00	300.00	238.00	219.00	250.00	250.00	250.00	250.00	250.00	250.00	
10th/Waco	211.00	179.00	174.00	163.00	155.00	150.00	180.00	180.00	180.00	180.00	180.00	
11th/Eastland	143.00	133.00	138.00	238.00	134.00	135.00	135.00	135.00	135.00	135.00	135.00	
12th/Tyler	147.00	149.00	130.00	139.00	122.00	125.00	140.00	140.00	140.00	140.00	140.00	
13th/Corpus Christi	338.00	294.00	325.00	339.00	347.00	317.00	332.00	332.00	332.00	332.00	332.00	
14th/Houston	730.00	293.00	707.00	581.00	560.00	571.00	600.00	612.00	624.00	612.00	624.00	
Overall	390.00	352.50	387.93	378.86	355.21	355.21	369.14	373.36	376.50	373.36	376.50	
% (Decrease)/Increase		**-10.64%**	**9.13%**	**-2.39%**	**-6.66%**	**0.00%**	**3.77%**	**1.13%**	**0.83%**	**1.13%**	**0.00%**	

Number of Criminal Cases Filed	2011	2012	2013	2014	2015	2016	2017	2018	2019	Exc Plus Base 2018	Exc Plus Base 2019	Trend
1st/Houston	570.00	537.00	614.00	441.00	440.00	450.00	500.00	510.00	520.00	510.00	520.00	
2nd/Fort Worth	651.00	692.00	677.00	606.00	498.00	566.00	610.00	635.00	635.00	635.00	635.00	
3rd/Austin	398.00	389.00	345.00	321.00	345.00	325.00	335.00	335.00	335.00	335.00	335.00	
4th/San Antonio	480.00	359.00	349.00	386.00	383.00	307.00	368.00	368.00	368.00	368.00	368.00	
5th/Dallas	1,527.00	819.00	1,190.00	1,198.00	1,041.00	892.00	910.00	928.00	947.00	928.00	947.00	
6th/Texarkana	198.00	230.00	187.00	210.00	203.00	206.00	205.00	205.00	205.00	205.00	205.00	
7th/Amarillo	347.00	345.00	259.00	225.00	211.00	202.00	202.00	202.00	202.00	202.00	202.00	
8th/El Paso	93.00	109.00	86.00	108.00	86.00	88.00	88.00	88.00	88.00	88.00	88.00	
9th/Beaumont	442.00	402.00	329.00	307.00	339.00	275.00	275.00	275.00	275.00	275.00	275.00	
10th/Waco	278.00	275.00	289.00	263.00	278.00	285.00	300.00	300.00	300.00	300.00	300.00	
11th/Eastland	217.00	228.00	200.00	307.00	232.00	235.00	235.00	235.00	235.00	235.00	235.00	
12th/Tyler	276.00	282.00	290.00	234.00	223.00	213.00	245.00	245.00	245.00	245.00	245.00	
13th/Corpus Christi	298.00	356.00	274.00	289.00	279.00	286.00	283.00	283.00	283.00	283.00	283.00	
14th/Houston	604.00	604.00	609.00	464.00	449.00	481.00	500.00	510.00	520.00	510.00	520.00	
Overall	455.64	401.93	407.00	382.79	357.64	343.64	361.14	365.64	368.43	365.64	368.43	
% (Decrease)/Increase		**-13.36%**	**1.25%**	**-6.33%**	**-7.03%**	**-4.07%**	**4.85%**	**1.23%**	**0.76%**	**1.23%**	**0.00%**	

EXPLANATORY MEASURES

Number of Cases Transferred In	2011	2012	2013	2014	2015	2016	2017	2018	2019	Exc Plus Base 2018	Exc Plus Base 2019	Trend
1st/Houston	12.00	53.00	60.00	64.00	55.00	8.00	45.00	45.00	45.00	45.00	45.00	
2nd/Fort Worth	1.00	-	-	-	-	1.00	-	-	-	-	-	
3rd/Austin	1.00	2.00	-	-	-	-	-	-	-	-	-	
4th/San Antonio	-	49.00	71.00	13.00	2.00	13.00	-	-	-	-	-	
5th/Dallas	2.00	-	-	1.00	-	1.00	-	-	-	-	-	
6th/Texarkana	69.00	38.00	91.00	43.00	45.00	77.00	60.00	60.00	60.00	60.00	60.00	
7th/Amarillo	99.00	105.00	69.00	118.00	111.00	112.00	112.00	112.00	112.00	112.00	112.00	
8th/El Paso	131.00	126.00	139.00	121.00	117.00	122.00	122.00	122.00	122.00	122.00	122.00	
9th/Beaumont	-	-	1.00	1.00	-	-	-	-	-	-	-	
10th/Waco	1.00	-	1.00	1.00	3.00	1.00	-	-	-	-	-	
11th/Eastland	59.00	66.00	55.00	38.00	1.00	-	-	-	-	-	-	
12th/Tyler	-	-	-	12.00	-	38.00	-	-	-	-	-	
13th/Corpus Christi	137.00	127.00	122.00	107.00	40.00	89.00	65.00	65.00	65.00	65.00	65.00	
14th/Houston	11.00	126.00	72.00	41.00	43.00	4.00	45.00	45.00	40.00	45.00	40.00	
Overall	37.36	49.43	48.64	40.00	29.79	33.29	32.07	32.07	31.71	32.07	31.71	
% (Decrease)/Increase		**24.42%**	**-1.62%**	**-21.61%**	**-34.29%**	**10.52%**	**-3.79%**	**0.00%**	**-1.13%**	**0.00%**	**0.00%**	

Number of Cases Transferred Out	2011	2012	2013	2014	2015	2016	2017	2018	2019	Exc Plus Base 2018	Exc Plus Base 2019	Trend
1st/Houston	10.00	5.00	5.00	9.00	3.00	15.00	5.00	5.00	5.00	5.00	5.00	
2nd/Fort Worth	141.00	214.00	248.00	158.00	67.00	104.00	120.00	150.00	150.00	150.00	150.00	
3rd/Austin	93.00	116.00	93.00	83.00	89.00	170.00	100.00	100.00	100.00	100.00	100.00	
4th/San Antonio	22.00	-	1.00	50.00	27.00	-	-	-	-	-	-	
5th/Dallas	16.00	38.00	70.00	85.00	88.00	30.00	50.00	50.00	50.00	50.00	50.00	
6th/Texarkana	-	-	-	1.00	-	1.00	-	-	-	-	-	
7th/Amarillo	-	-	-	1.00	3.00	1.00	-	-	-	-	-	
8th/El Paso	1.00	-	-	1.00	-	-	-	-	-	-	-	
9th/Beaumont	86.00	153.00	111.00	85.00	52.00	49.00	50.00	50.00	50.00	50.00	50.00	
10th/Waco	72.00	45.00	94.00	70.00	82.00	85.00	90.00	90.00	90.00	90.00	90.00	
11th/Eastland	1.00	2.00	-	-	-	-	-	-	-	-	-	
12th/Tyler	57.00	38.00	49.00	11.00	1.00	1.00	-	-	-	-	-	
13th/Corpus Christi	-	-	-	-	-	-	-	-	-	-	-	
14th/Houston	28.00	9.00	8.00	5.00	3.00	18.00	5.00	5.00	5.00	5.00	5.00	
Overall	37.64	44.29	48.50	39.93	29.64	33.86	30.00	32.14	32.14	32.14	32.14	
% (Decrease)/Increase		**15.00%**	**8.69%**	**-21.47%**	**-34.70%**	**12.45%**	**-12.86%**	**6.67%**	**0.00%**	**6.67%**	**0.00%**	

Thirteenth Court of Appeals

WELCOME TO THE THIRTEENTH COURT OF APPEALS, CORPUS CHRISTI & EDINBURG, TEXAS

The Thirteenth Court of Appeals serves the Corpus Christi and Edinburg, Texas area. The court consists of six Justices hearing cases out of twenty counties.

The Thirteenth Court of Appeals was created in 1963 by amendment to Article 1817, V.T.C.S., pursuant to authority granted by Article 5, Section 1, Texas Constitution. The Court is composed of a Chief Justice and five justices. This Court has intermediate appellate jurisdiction in both civil and criminal cases appealed from lower courts; in civil cases where the judgment exceeds $100, exclusive of costs, and in criminal cases, except in post-conviction writs of habeas corpus and where the death penalty has been imposed. The Thirteenth Court of Appeals serves a twenty-county area and maintains offices in Corpus Christi and Edinburg.

Counties Served

- Aransas
- Bee
- Calhoun
- Cameron
- De Witt
- Goliad
- Gonzales
- Hidalgo
- Jackson
- Kenedy
- Kleberg
- Lavaca
- Live Oak
- Matagorda
- Nueces
- Refugio
- San Patricio
- Victoria
- Wharton
- Willacy

Legal Citation

- Texas Constitution, Article V, § 1
- Texas Government Code Annotated, § 22.201

LATEST NEWS

Summer 2017 Judicial Internship Program

JANUARY 04, 2017

The Thirteenth Court of Appeals is accepting applications for its Summer 2017 Judicial Internship Program from first, second, and third-year law students. Information about the Program and the application process can be found through the "Careers" link on our home page.

Holiday Closings

JANUARY 04, 2017

In accordance with the holiday schedules for the State of Texas and Hidalgo and Nueces Counties, the Thirteenth

Exhibit 4

Court of Appeals will be closed on Monday, January 16, 2017 and Monday, February 20, 2017.

Inaugural Meeting of the Appellate Section

DECEMBER 01, 2016

On Wednesday, November 30, 2016, Justices Garza, Benavides, and Longoria were pleased to join and welcome the inaugural meeting of the Appellate Section of the Corpus Christi Bar Association. This organization is open to both civil and criminal practitioners and will meet quarterly for lunchtime continuing legal education.

Swearing-In for New Lawyers

DECEMBER 01, 2016

The justices of the Thirteenth Court of Appeals were pleased to conduct several swearing-in ceremonies for new Texas lawyers this fall. (Photos)

Read more...

AI-58038 **County Clerk** **6. A.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Sandra Solis, COUNTY CLERK

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

REQUESTING APPROVAL OF 2017 ELECTED OFFICIAL BONDS;
Sergio J. Valdez - Judge, County Court at Law No. 7
Martin N. Cantu - Constable, Precinct No. 2
Gilberto Saenz - Justice of the Peace, Precinct No. 1, Place 1
Bobby Contreras - Justice of the Peace, Precinct No. 2, Place 1

BACKGROUND

no action on JP Saenz- Bond not received.

Fiscal Impact

Attachments

Sergio J. Valdez - Bond & Statement of Elected Official
Martin N. Cantu - Bond & Statement of Elected Official
Robert Contreras Bond

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/19/2017 03:50 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Sandra Solis		Started On: 01/12/2017 11:31 AM
Final Approval Date: 01/20/2017		

FILED
AT 5:00 O'CLOCK P M
JAN 06 2017
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS

SURETY RIDER

☒ OLD REPUBLIC SURETY COMPANY
☐ OLD REPUBLIC INSURANCE COMPANY
☐ BITUMINOUS CASUALTY
☐ OLD REPUBLIC GENERAL INSURANCE CORPORATION

TO BE ATTACHED TO AND FORM PART OF
Judge County Court Law (Type of bond) Bond Number POB2126304

IN FAVOR OF Norm Garcia-Hidalgo County Treasurer (Obligees)

ON BEHALF OF Sergio J.Valdez (Principal)

EFFECTIVE 12/31/2016 (Original Effective Date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

1. The Surety hereby gives its consent to:

☐ INCREASE
☐ DECREASE
☐ CHANGE THE EFFECTIVE DATE
☐ CHANGE THE NAME OF THE PRINCIPAL
☐ CHANGE THE ADDRESS OF THE PRINCIPAL
☐ CHANGE THE EXPIRATION DATE
☒ OTHER Amend bond description

(of) the attached bond FROM: Judge County Court Law

TO: Judge County Court Law #7

EFFECTIVE: 12/31/2016

2. PROVIDED, however, that this attached bond shall be subject to all its agreements, limitations, and considerations except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

3. Signed and sealed this 6th day of January, 2017.

ACCEPTED BY:

Old Republic Surety Company
SURETY

By: Ramon Montalvo III
ATTORNEY-IN-FACT

(TITLE)

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

ORSC 22381 (1/93)

OLD REPUBLIC SURETY COMPANY

FILED
A 5:00 O'CLOCK P M
JAN 03 2017
ARTURO GUAJARDO JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

RAMON MONTALVO, III, OF WESLACO, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS($250,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printedon colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30TH day of JANUARY, 2015.

Phyllis M Johnson
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 30TH day of JANUARY, 2015, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5610

Signed and sealed at the City of Brookfield, WI this _____ day of _____, _____.

Jane E. Kearney
Assistant Secretary

MONTALVO INSURANCE AGENCY

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

ORSC 22262 (5-10)
22851-W

FILED
AT 5:00 O'CLOCK P.M.
JAN 03 2017
ARTURO GUAJARDO JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

SURETY RIDER

- [x] OLD REPUBLIC SURETY COMPANY
- [ ] OLD REPUBLIC INSURANCE COMPANY
- [ ] BITUMINOUS CASUALTY
- [ ] OLD REPUBLIC GENERAL INSURANCE CORPORATION

TO BE ATTACHED TO AND FORM PART OF

Judge County Court Law (Type of bond) Bond Number POB2126304

IN FAVOR OF Norm Garcia-Hidalgo County Treasurer (Obligees)

ON BEHALF OF Sergio J.Valdez (Principal)

EFFECTIVE 12/31/2016 (Original Effective Date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

1. The Surety hereby gives its consent to:

- [ ] INCREASE
- [ ] DECREASE
- [ ] CHANGE THE EFFECTIVE DATE
- [ ] CHANGE THE NAME OF THE PRINCIPAL
- [ ] CHANGE THE ADDRESS OF THE PRINCIPAL
- [ ] CHANGE THE EXPIRATION DATE
- [x] OTHER Amend name of elected county

(of) the attached bond FROM: Norma Garcia Hidalgo County Treasurer

TO: Hidalgo County

EFFECTIVE: 12/31/2016

2. PROVIDED, however, that this attached bond shall be subject to all its agreements, limitations, and considerations except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

3. Signed and sealed this 6th day of January, 2017.

ACCEPTED BY:

Old Republic Surety Company
SURETY

By: Ramon Montalvo III
ATTORNEY-IN-FACT

_____
(TITLE)

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

ORSC 22381 (1/93)

OLD REPUBLIC SURETY COMPANY

FILED
AT 5:00 O'CLOCK P.M
JAN 06 2017
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

RAMON MONTALVO, III, OF WESLACO, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS($250,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printedon colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30TH day of JANUARY, 2015.

OLD REPUBLIC SURETY COMPANY

Phyllis M Johnson
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 30TH day of JANUARY, 2015, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5610

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this _____ day of _____, _____.

Jane E. Sherney
Assistant Secretary

MONTALVO INSURANCE AGENCY

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

ORSC 22262 (5-10)
22851-W

FILED
AT 12:00 O'CLOCK P.M
JAN 06 2017
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

OLD REPUBLIC SURETY COMPANY

(800) 217-1792

PUBLIC OFFICIAL BOND

Bond Number POB2126304

KNOW ALL PERSONS BY THESE PRESENTS:

That we, SERGIO J. VALDEZ of Mcallen, State of Texas, as Principal, and the Old Republic Surety Company organized under the Laws of the State of Wisconsin, as Surety, with its Home Office in Brookfield in said state, are held and firmly bound unto Norma Garcia-Hidalgo County Treasurer 2810 E BUS. HWY 281 Edinburg, TX 78539, as Obligee, in the penal sum of Ten Thousand Dollars ($ 10,000.00), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 12th day of December, 2016.

WHEREAS, the above-named Principal has been duly appointed or elected Judge County Court Law of the Norma Garcia-Hidalgo County Treasurer State of Texas for the definite/indefinite term beginning on the December 31, 2016 and ending on the December 31, 2020.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the above bounded Principal shall faithfully perform such duties as may be imposed on him by law and shall honestly account for all money that may come into his hands in his official capacity during the said term, then his obligation shall be void; otherwise to remain in full force and effect; provided, however, that the Surety shall not be liable hereunder for any loss of public money deposited by or in behalf of the Principal with any bank when such loss is occasioned by the failure of such bank faithfully to account for and pay over such money on legal demand; any law, decision, or statute to the contrary notwithstanding.

This bond is further conditioned that the liability of the Surety shall be fully terminated as to future acts of the Principal thirty (30) days after the receipt by the Obligee, of the Surety's written notice of cancellation.

Witness: _____ By: _____
SERGIO J. VALDEZ Principal

Old Republic Surety Company
Surety

Witness: _____ By: _____
Jennifer Creuzer Attorney-in-fact

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Form #2201 Rev. 01/2015

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

STATEMENT OF OFFICER

This space reserved for office use

FILED
AT 3:45 O'CLOCK P M
JAN 05 2017
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Statement

I, SERGIO J. VALDEZ, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: COUNTY COURT AT LAW #7

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: January 2, 2017

Signature of Officer

Revised 01/2015

Bond No. _____

FILED
AT 4:00 O'CLOCK P M
JAN 18 2017
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OFFICIAL BOND AND OATH
STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, **Martin Cantu** (Principal) of **Alamo**

1218 W Frontage Rd	**Alamo**	**TX**	**78516**
Street Address	*City*	*State*	*zip*

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as surety, are held and firmly bound unto **Governor of the State of Texas and the Governor's Successors**

in the penal sum of **One thousand Five hundred Dollars and No Hundredths** Dollars

($ **1,500.00**), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this **1st** day of **January**, **2017**.

THE CONDITION OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of **Hidalgo County Constable Precinct No. 2**

for a term of **Four Years**

beginning on **January 1, 2017** and

ending on **January 1, 2021**.

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

_____
Principal

STATE FARM INSURANCE COMPANIES · STATE FARM INSURANCE · BLOOMINGTON, ILLINOIS

STATE FARM FIRE AND CASUALTY COMPANY

By: _____
Attorney-in-fact

The within bond and the Surety thereon are hereby approved this 1st day of January, 2020.

OATH OF OFFICE

FILED
AT 4:00 O'CLOCK P M
JAN 18 2017
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

STATE OF Texas

SS

COUNTY OF Hidalgo

Martin Cantu
Principal (print name) being

duly sworn, says that he/she will support the constitution of the United States and of the State of

and that he/she will faithfully, honestly and impartially perform and discharge the

duties of the office/position to which he/she has been appointed while he/she shall hold said office.

Signature of Principal

Sworn to by said Martin N. Cantu
Principal (print name)

SANTANA M DOMINGUEZ
Notary ID # 124552199
My Commission Expires
March 18, 2020

Notary Seal

before me, and subscribed in my presence this

1st day of January A.D. 2017

Notary Public

SANTANA M DOMINGUEZ
Notary ID # 124552199
My Commission Expires
March 18, 2020

March 18, 2020
Commission Date

STATEMENT OF ELECTED/APPOINTED OFFICER

Pursuant to Tex. Const. art. XVI, §1(b), amended 2001

FILED
AT 4:00 O'CLOCK P M
JAN 18 2017
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
DEPUTY

I, Martin N. Cantu do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed or promised to contribute any money or thing of value or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

January 1, 2017
Date

Officer's Signature

Constable, Precinct No. 2
Position to Which Elected/Appointed

Hidalgo County
City or County

Texas

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Hidalgo } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 15235098

That we, Robert M. Contreras, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety,

are held and bound unto [1] Hidalgo County Judge, his successors in office,

in the sum of [2] Five Thousand and 00/100 DOLLARS ($5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 16th day of September, 2016.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of January, 2017, duly elected to the office of Justice of the Peace in and for [3] Hidalgo
(Elected—Appointed)
County, State of Texas, for a term of Four(4) years commencing on the 1st day of January, 2017.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall [4]

Faithfully and impartially discharge the duties required by law
And promptly pay to the entitled party all money that comes into
His hands during the term of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the numbe[illegible] which may be made against this bond, the liability of the Surety shall not be cumulative and [illegible] liability of the Surety for any and all claims, suits, or actions under this bond shall not exce[illegible] stated above. Any revision of the bond amount shall not be cumulative.

P[illegible] URTHER, that this bond may be cancelled by the Surety by sending written notice to the party to [illegible] this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Robert M. Contreras
Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of _____ } ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____, _____.

_____

SEAL _____ County, Texas

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

_____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

_____

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date _____, _____

_____ Clerk _____ County Judge,

County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock ___M., and duly recorded the _____ day of _____, _____, at _____ o'clock ___M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	$5,000.	Governor	District Judge	Gov't Code 43.002	", in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	$1,000.- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — $5,000 minimum, $500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — $5,000 minimum, $500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — $5,000 minimum, $500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — $5,000 minimum, $100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — $5,000 minimum, $100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — $500 minimum, $10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than $500 nor more than $10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court $5,000 minimum, $30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — $2,500 minimum, $100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceeding tax year, $100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court $500 minimum — $1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.
4. Conditions.

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
} ss
County of Minnehaha }

Before me, a Notary Public, in and for said County and State on this 16th day of September, 2016, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

M. BENT
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

M. Bent
Notary Public

My Commission Expires March 2, 2020

Western Surety Company

OFFICIAL BOND AND OATH

On Behalf of

Principal

Official Title

, Texas

Filed the _____ day of _____, _____,

at _____ o'clock _____ M.

_____ Clerk

County Court _____ County, Texas

Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Principal/Insured and Western Surety Company, that instead of as originally written:

The description has been changed to read:
Justice of The Peace PCT2 PL1, County of Hidalgo

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Policy/Bond, except as hereinabove set forth.

This ... comes effective on the 13th day of January, 2017, at twel... nute o'clock a.m., standard time.

... d forming part of Policy/Bond No. 15235098

issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,

to Robert M. Contreras

.

Signed this 13th day of January, 2017.

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

Form F5147-6-2002

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Justice of The Peace PCT2 PL1, County of Hidalgo

bond with bond number 15235098

for Robert M. Contreras
as Principal in the penalty amount not to exceed: $ 5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 13th day of January, 2017.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

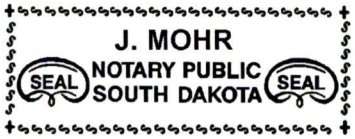
WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 13th day of January, 2017, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J Mohr
Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-1-2016

STATEMENT OF
ELECTED/APPOINTED OFFICER

Pursuant to Tex. Const. art. XVI, §1(b), amended 2001

I, Bobby Contreras do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed or promised to contribute any money or thing of value or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

January 1, 2017
Date

Bobby Contreras
Officer's Signature

Justice of the Peace Pct. 2 Pl. 1
Position to Which Elected/Appointed

Hidalgo
City or County

AI-57991 **Constables** **7. A.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Constable Celestino Avila, Jr., CONSTABLE PCT. #1

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Precinct No.1:
1. Authorization and Approval to apply for the K9s4COPS Grant.
2. Authorization for County Judge, as authorized official, to sign required documents for the application.

BACKGROUND

Fiscal Impact

Attachments

application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/06/2017 01:59 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Joe Espinoza		Started On: 01/06/2017 01:41 PM
Final Approval Date: 01/20/2017		

The Application Process

This application is a request for a police service dog that is brought before our Executive Board for consideration. This application process does not guarantee a police service dog will be placed with your organization. We take great care in our selection process to ensure the grant of a police service dog is being placed with an agency that has the financial capability to care of the police service dog and has the experience necessary to utilize this highly trained asset to the greatest extent possible.

K9s4COPs will follow up with your organization by email or phone for additional information and/or documentation to better evaluate your request.

Please complete the application and attach any letters or additional information you deem necessary to support your request to the email or address listed below.

Email: Info@K9s4COPs.org
Mail: K9s4COPs Inc.,
5858 Westheimer, Suite 700
Houston, TX 77057
Phone: 713-523-2677

All completed applications will be submitted for consideration to the Executive Board. K9s are granted on a quarterly basis. If your agency is chosen as a grant recipient, K9s4COPs will contact you and advise the next step in the process. If your department is not selected as a grant recipient, your application will remain on file for 18 months. After 18 months, we ask that you submit another application with up to date information.

For more details please check out the Grant Criteria page.

PLEASE COMPLETE THE FOLLOWING APPLICATION:

Organization Name: _____

Street Address: _____
City, State and Zip: _____
County: _____

Primary Contact for Questions on this Application: _____

Daytime Phone: _____ E-mail Address: _____

Section 1 Law Enforcement Agency and Community

The following questions help our organization understand the agency and community requesting a POLICE SERVICE DOG (K-9).

1.) Which law enforcement agency is requesting a POLICE SERVICE DOG (K9)?

2.) What is the name of the city or county making the request?

3.) What is the population of the city, and/or county you will be patrolling?

4.) What are the square miles of the city and/or county you will be patrolling?

5.) Is there a POLICE SERVICE DOG (K9) unit in your law enforcement agency?

A. If so, how long has the unit been operational?

6.) Is this request for a POLICE SERVICE DOG to launch a POLICE SERVICE DOG (K9) unit in your agency?

A. If so, does anyone with the agency have any past experience with K9 in law enforcement? Or where do you plan on receiving your initial training?

7.) What is the size of your law enforcement agency?

8.) How many POLICE SERVICE DOG (K9) officers in your unit?

9.) How many POLICE SERVICE DOG (K9) officers have dogs?

10.) What is the time frame dictating the need of the POLICE SERVICE DOG?

11.) Are there any neighboring agencies with POLICE SERVICE DOG (K9) units? If so what is the distance?

12.) If you have a K9 unit, how much training time is allotted per month to train?

13.) Will your department provide a letter of support to K9s4COPS, outlining what they will provide for the K9 and the handler? For example food, housing for dog, vehicle equipment, training, or training time for the handler. Please submit with application.

14.) Has a POLICE SERVICE DOG (K9) ever died in your department for any other reason than in the line of duty or health or age?

15.) Has your department raised funds for your K9 Unit? If so, how much?

Section 2 Type of POLICE SERVICE DOG (K-9) Being Requested

We do not train K9s or accept dogs as donations. We do require award recipients to use our kennel(s) of choice when selecting their K9. Our kennel(s) of choice are able to provide a broad selection of K9s for our clients. Training will be through our kennel(s) of choice or through an approved provider, which has been vetted by members of our Advisory Board and approved by the Executive Board. We go through lengthy measures to ensure that recipients are satisfied with their K9 selections and they receive all necessary documentation including K9 health check-ups, required certifications and K9 passports.

All award recipients are required to make arrangements to obtain their K9 and complete the required training within 90 (ninety) days notification of award, otherwise the recipient will forfeit their award.

Although most agencies request dogs titled Single or Dual purpose dogs, to avoid confusion we have listed the different disciplines of training received through certification of credible vendors. Please keep in mind that this process is about selecting the right dog for the right job. One dog cannot do everything so please consider the basic needs of your community when selecting the training of your dog.

Definitions:
A Single purpose dog is trained in one of the following disciplines:

1. Green Dog (untrained)
2. Imprinted with Scents
3. Patrol – trained in handler protection
4. Human odor, which is the ability to search missing people or suspects
5. Narcotics Detection
6. Explosives and Bomb Detection
7. Cadaver
8. Search and Rescue
9. Arson – Accelerant detection

A Dual purpose dog is trained in more than one discipline and they are the following:

1. Patrol and Narcotics
2. Patrol and Explosives

Please Make Selection of Specific Needs for Your Community

1. What discipline type of **SINGLE** purpose dog are you requesting? Please choose one:

    a. Patrol – may be trained in handler protection, or in human odor, which is the ability to search for people, missing, or suspects
    b. Narcotics Detection
    c. Explosives and Bomb Detection
    d. Cadaver
    e. Arson – Accelerant detection
    f. Other (please explain)

c. Other (please explain)

3. Is your organization requesting assistance with the purchase of a green dog and your certified in-house trainer will do the training? If so, and there is a trainer with your agency. Please list experience and qualifications.

4. Are you requesting more than one (1) dog? If so, please list the disciplines each dog must have.

5. Does your organization have a preference for a particular breed? Explain the reason for the particular breed.

6. Do you have a Standard Operating Procedure (SOP) or mandatory certification that the dog must have?

   a. If yes, please specify:
   b. If no, K9s4COPs recommends NNDDA (http://www.nndda.org/) certification. Is that acceptable?

7. Do you have a medical and welfare system set up for patrol dogs?

8. Does your organization provide for the financial expenses of patrol dog maintenance? If so, please explain.

9. Do you have equipment necessary for maintenance of the dog (i.e. leashes, collars, harnesses, crate, a built in cage for the car, heat alarm, etc.)?

Section 3 Handlers and Trainers

Because we take great care in placing our POLICE SERVICE DOGS (K9) with qualified organizations, we want to ensure they will be cared for by experience certified handlers. Please tell us about your POLICE SERVICE DOG (K9) handler's certifications and POLICE SERVICE DOG (K9) experience.

1.) How many years of law enforcement service does the handler possess?

2.) How many years of POLICE SERVICE DOG (K9) Unit service?

3.) What training or certifications does the handler hold?

4.) What type of POLICE SERVICE DOG (K9) handler program re-certifications do you attend?

5.) What experience does the handler have working a dog on the street?

6.) What type of dog has the handler worked with (single, dual, cadaver, etc.)?

7.) There is also the need for maintenance or sustainment training. Please explain how your organization will provide for this continued training?

If there is more than one handler, please use the following space to explain.

Please provide any additional details you believe would assist K9s4COPs in understanding your agency's need for patrol dogs.

AI-57986 **Constables** **7. B.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Martin Cantu, CONSTABLE PCT. #2

Submitted By: Norma Castrellon, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. #2 - TTBH (1285):
1. Discussion, consideration and approval to enter into an Interlocal Agreement between Hidalgo County Constable Precinct 2 and Tropical Texas Behavioral Health.
2. Authorization to pay overtime reimbursable under the Interlocal Agreement terms and conditions.
3. Authorization for County Judge, as authorized official, to sign the Interlocal Agreement award and related documents.
4. Approval of Certification of Revenues by the County Auditor.

Action	Dept. / Program/ FY	Slot #	Proposed Position Title	Proposed Budgeted Salary
Create	292-013-7	0001	Deputy Constable Step I	$44,577.00

5. Approval of the following personnel action:

6. Approval of appropriation of funds.
7. Approval to revise the salary schedule in accordance with Commissioners' Court Action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1285-421-00-292-013-7-XXX

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

BUDGETARY IMPACT:

Appropriation of funds.

Attachments

PAR
salary proj
approval
legal
waiver-interlocal

appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/06/2017 02:00 PM
Human Resources	Diana Munoz	01/20/2017 08:45 AM
Budget & Management	Veronica Ortiz	01/20/2017 08:48 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Norma Castrellon		Started On: 01/06/2017 11:55 AM
Final Approval Date: 01/20/2017		

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JAN 19 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	01/19/2017	**CURRENT POSITION TITLE:**	
DEPARTMENT NAME:	Constable Pct 2	**CURRENT SLOT NO.:**	#1
DEPARTMENT NO.:	292-013 -7	**REQUESTED POSITION TITLE:**	Deputy Constable Step I

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other TTBH-Gramt

SALARY REQUEST:

$ 0.00	$ 44,577.00	$ 44,577.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other 7-1285-421-00-292-013-4-113 7 or

POSITION TYPE:

☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

New position is needed as part of the Interlocal Agreement with TTBH.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	01/19/2017 Date
Department of Human Resources	1/19/2017 Date
Department of Budget & Management	01/20/2017 Date

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT

INTERLOCAL AGREEMENT - TTBH (1115 WAIVER)
SALARY PROJECTION (02/01/17 - 01/31/18)

Constable Pct 2

Slot No.	Position	Salary	Interlocal Agreement - Total Salary Amount (02/01/17 - 01/31/18)	Health Insurance ($6,300.00 per year)	Life Insurance ($43.56 per year)	FICA (7.65%)	Retirement (11.47%)	Unemployment Comp. (0.60%)	W/C (3.12%)	Total Salary & Fringe Benefits
	Overtime Pay		4,786.56	-	-	366.17	549.02	28.72	149.34	5,879.81
0001	Deputy Constable Step I	44,577.00	47,865.64	6,300.00	43.56	3,661.72	5,490.19	287.19	1,493.41	65,141.71
	Totals	**44,577.00**	**52,652.20**	**6,300.00**	**43.56**	**4,027.89**	**6,039.21**	**315.91**	**1,642.75**	**71,021.52**

Zimbra **debbie.tamez@co.hidalgo.tx.us**

RE: Constable Pct. 2 Officer Task Force

From : 103253 - Antonio Gonzalez <Agonzalez@TTBH.ORG> Mon, Jan 23, 2017 12:02 PM

Subject : RE: Constable Pct. 2 Officer Task Force

To : debbie tamez <debbie.tamez@co.hidalgo.tx.us>

Cc : 100470 - Hilda Garcia <HGARCIA@ttbh.org>, 102077 - Holly Borel <HBorel@ttbh.org>, CFO - Beatriz Trejo - 102595 <Beatrejo@ttbh.org>, 102677 - Marina Y. Luna <Mariluna@ttbh.org>, 102014 - Terry Crocker <Tcrocker@ttbh.org>, Chief A. Campos <armando.campos@co.hidalgo.tx.us>, atanacio gaitan <atanacio.gaitan@co.hidalgo.tx.us>

Ms. Tamez,

We are in agreement with the figures your office provided and ask that this matter be placed on the agenda for Commissioner's Court.

Thank you,

Rick

From: 102014 - Terry Crocker
Sent: Monday, January 23, 2017 11:55 AM
To: 103253 - Antonio Gonzalez <Agonzalez@TTBH.ORG>
Cc: 100470 - Hilda Garcia <HGARCIA@ttbh.org>; 102077 - Holly Borel <HBorel@ttbh.org>; CFO - Beatriz Trejo - 102595 <Beatrejo@ttbh.org>; 102677 - Marina Y. Luna <Mariluna@ttbh.org>
Subject: RE: Constable Pct. 2 Officer Task Force

OK to proceed.

TC

From: 103253 - Antonio Gonzalez
Sent: Monday, January 23, 2017 8:38 AM
To: 102014 - Terry Crocker <Tcrocker@ttbh.org>
Cc: 100470 - Hilda Garcia <HGARCIA@ttbh.org>
Subject: FW: Constable Pct. 2 Officer Task Force

Terry,,

Please see below. As we previously discussed, Hidalgo Co. Pct. 2 and Hidalgo Co. Pct. 4 have agreed to pick up the two 1115 positions vacated by Edinburg PD. Attached is salary information that the county provided as well as the standard interlocal we use with Hidalgo County. Victor Garza with the DA's Office has reviewed it. Below is Marina's financial analysis. I need to let Ms. Tamez at the County know pretty quick if she has a green light to proceed to Commissioner's Court. Can you please advise.

Thank you,

RG

****

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Zimbra **debbie.tamez@co.hidalgo.tx.us**

TTBH Agreement

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Mon, Jan 23, 2017 01:36 PM

Subject : TTBH Agreement

To : debbie tamez <debbie.tamez@co.hidalgo.tx.us>, martin cantu <martin.cantu@co.hidalgo.tx.us>, 103253 - Antonio Gonzalez <Agonzalez@ttbh.org>, Chief A. Campos <armando.campos@co.hidalgo.tx.us>

Cc : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Ms. Tamez,

Our office has reviewed the agreement between the County of Hidalgo (Constable PCT 2) and TTBH, and at this time approve as to the form of the agreement.

respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

****

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INTERLOCAL AGREEMENT

County of Hidalgo, Texas acting by and through the Office of Constable, Precinct 2 and Tropical Texas Behavioral Health

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, regarding law enforcement services provided through the cooperation of municipalities, counties, and certain other local governments between Tropical Texas Behavioral Health, hereinafter referred to as TTBH, a community mental health center and a governmental unit of the state of Texas under the provisions of Vernon's Texas Codes Annotated, Health and Safety Code, §534.001 and the Hidalgo County Precinct 2 Constables Office, referred to as the participating law enforcement agency for the purpose of creating a law enforcement task force comprised of specially trained and certified Mental Health Officers, serving across Hidalgo, Cameron and Willacy Counties, with the objectives of coordinating response to individuals in mental health crisis with the local mental health authority and decreasing preventable admissions and readmissions into the criminal justice system under the Texas Healthcare Transformation and Quality Improvement Program (1115 Waiver).

It is the intent of TTBH and participating law enforcement agency that participating law enforcement agency is an independent contractor and not an employee of TTBH for any purpose. Participating law enforcement agency and TTBH understand and agree that (a) TTBH will not withhold or pay on behalf of participating law enforcement agency any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body or make available to participating law enforcement agency any of the benefits, including workers' compensation insurance coverage, afforded to employees of TTBH; (b) all such withholdings, payments and benefits, if any, are the sole responsibility of participating law enforcement agency; and (c) participating law enforcement agency will indemnify and hold harmless TTBH from any damages or liability, including attorneys' fees and legal expenses, incurred by TTBH with respect to such payments, withholdings, and benefits.

I. Objectives and Goals

Specialized mental health intervention services will be provided to individuals (youth and adults) who are in mental health crisis. Approximately eighteen (18) certified Mental Health Officers will be recruited from participating law enforcement agencies and engaged to serve in the Mental Health Officer Program (MHO P) serving Hidalgo, Cameron and Willacy Counties and will provide an intervention for a targeted behavioral health population to prevent unnecessary use of services in a specified setting (i.e., the criminal justice system, emergency rooms, and psychiatric inpatient hospital admissions). The objective is to decrease preventable admissions and readmissions into the Criminal Justice System and improve health outcomes for persons served, delivering the right care at the right time in the right setting. The Participating Law Enforcement Agency agrees to assign one (1) Deputy Constable to this program.

The MHOP will recruit new/additional officers employed by the respective participating law enforcement agencies to serve in the program. Personnel, supplies and operating expenses for the task force will be funded through funds from the Texas Healthcare Transformation and Quality Improvement Program (1115

Waiver). Officers serving on the task force will have the authority to intervene in cases involving individuals exhibiting signs and symptoms of a possible mental illness anywhere outside of the jurisdiction in which they are regularly employed throughout the catchment area of TTBH which is Cameron, Hidalgo and Willacy Counties in accordance with applicable statutes and the terms of this agreement. The participating law enforcement agencies will cooperate to improve the identification of individuals who come in contact with law enforcement for misdemeanor offenses determined to be related to the symptoms of their mental illness and who may be appropriate for diversion from the criminal justice system into routine behavioral health care services.

II. Extent of Authority

A law enforcement officer assigned by a participating law enforcement agency to the MHOP shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the cities and counties having executed an individual agreement with TTBH, including the power to make arrests and execute warrants outside the city or county from which he is assigned, but within the catchment area of TTBH. While functioning as a law enforcement officer assigned to the MHOP in a jurisdiction other than the jurisdiction from which he is assigned, all such officers shall have all the law enforcement powers of a regular law enforcement officer of such other city or county, while within the catchment area of TTBH. Nothing in this Agreement limits the authority of a law enforcement officer to act under state law, including: (1) a citizen's arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or (2) an action taken in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.

III. Creation of an Advisory Board

An Advisory Board will be established for this Project. It will be comprised of the Authorized Official of each agency having executed an Interlocal agreement with TTBH and participating in the MHOP or appointed designee. The Board will be chaired by the Chief Executive Officer of TTBH or appointed designee. The TTBH Mental Health Officer Team, hereinafter referred to as “MHOT”, supervisor will also serve as a member. The Advisory Board will hold regularly scheduled quarterly meetings which will serve as a platform for the exchange of information, ideas, and recommendations regarding inter-jurisdictional coordination, law enforcement operational issues, policy development, and any other matters necessary to carry out the purposes of this agreement. Additional meetings may be called by TTBH when necessary, as dictated by Project concerns and/or determined by TTBH or Advisory Board members. Advisory Board will review reports on Project activities, as generated by the MHOT.

IV. Mental Health Officers Duties

The primary Duties of Mental Health Officers will include, but not be limited to:

- Execution of Magistrate's Order for Emergency Apprehension and Detention (Sec.28) as requested by Magistrates and/or the TTBH Mobile Crisis Outreach Teams (MCOT)
- Execution of Emergency Apprehension and Detention by Peace Officer (Sec.26) for clients identified as potentially in imminent danger of harm to self/others as identified by MCOT staff and other law enforcement agencies

- Assisting MCOT in conducting wellness checks on clients identified by TTBH MCOT as being possibly at risk
- Assisting MCOT with crisis response in the community when risk factors are present
- Transportation of individuals to inpatient Mental Health facilities for admission (both voluntary and involuntary)
- Transportation/Accompaniment of clients for medical clearance as required by inpatient facilities
- Providing safety monitoring on site as requested by MCOT staff
- Responding to crisis situations in TTBH Centers in response to announced emergency codes
- Participation in trainings as required to become familiar with Mental Health Disorders, Intellectual Disability Disorders and crisis response
- Documentation and submission of all encounters and/or interventions using established service codes within 48 hours of encounter.

Individuals selected as Mental Health Officers will meet the physical ability qualifications and requirements established by the participating law enforcement agency.

Officers will collaborate with TTBH's Mobile Crisis Outreach Teams (MCOT) and other service departments to ensure 24 hour access to necessary behavioral health consultations, appropriate outcomes for the individuals served, and to optimize the effectiveness of the program.

Oversight of day to day duties of the Officers will be the responsibility of the MHOP supervisor. Work schedules will be dedicated to mental health duties.

A. TTBH will allow officers assigned to MHOT sufficient duty time to meet with participating law enforcement agency supervisors, submit routine administrative forms, and to attend training required by the participating law enforcement agency.
B. Duty hours incurred by officers assigned to MHOT which are not related to mental health duties and are not approved by the MHOT Supervisor may be considered questionable expenditures and may be subject to non-reimbursement by TTBH.

Any disciplinary actions/performance evaluations will be the responsibility of the participating law enforcement agency. TTBH reserves the right to discontinue utilization of any individual officer assigned to the MHOP with or without cause. In cases of misconduct or poor performance, TTBH will make notification to the participating law enforcement agency and request that a replacement officer be assigned to the MHOP.

V. TTBH Responsibilities

Services funded by this interlocal agreement will be monitored through TTBH's Quality Management (QM) and Utilization Management (UM) programs. The QM/UM programs utilize several internal committees including, but not limited to, the Performance Improvement and Compliance and Utilization Management Committees, and the support of the Management of Information Systems (MIS) and Quality Management (QM) Departments, to continuously monitor performance indicators related to service quality, health

outcomes and business performance through a plan, do, study act (PDSA) quality improvement process as required by the 1115 Waiver.

VI. Training

Each officer assigned to the MHOP must become certified as a Mental Health Officer as described in Section 1701.404 of the Texas Occupations Code. Each participating law enforcement department will be responsible for ensuring that their respective officer assigned to MHOP receives 40 hours of training every 24 months as required by Section 1701.351 and 1701.352 of the Texas Occupations Code. Participating agencies will also ensure that their respective officers assigned to MHOP demonstrate weapons proficiency with all issued duty weapons as required in Section 1701.355. TTBH will allow officers sufficient time to meet all training requirements. TTBH will provide the following training to maintain a high level of knowledge and skill in intervening with persons with mental illness in the community:

- Mental Health Officer Certification Training
- Crisis Intervention
- Mental Health/Dual Diagnosis
- Cultural Sensitivity
- People First Language
- Mobile Crisis Outreach Team (MCOT) Duties
- First Aid
- Mental Health Training as identified or indicated.

VII. Seizure of Contraband and Weapons

Participating Agency agrees to retain, store, and dispose of any contraband seized by their respective Officer(s) while assigned to the MHOT according to their Department policies and law. Contraband is defined in Article 59.01 of the Texas Code of Criminal Procedure. Participating Agency also agrees to store, retain, and dispose of any firearm seized by persons with mental illness by their respective officers in accordance with Article 18.191 of the Code of Criminal Procedure.

VIII. Equipment

TTBH will provide mobile radio communication equipment designed to work with the Rio Grande Valley Communication Group Regional Radio System (RRS). Participating Agencies subscribing to the Rio Grande Valley RRS agree to monitor the law enforcement "talk group" and respond to radio transmissions from any MHOT member when necessary.

Participating Law Enforcement Agencies subscribing to the Rio Grande Valley RRS agree to provide a portable radio and charger compatible to the Rio Grande Valley RRS to their officer(s) assigned to MHOT

if they have sufficient radio equipment resources to do so, and allow the TTBH talk group to be programmed into their radios.

TTBH will provide a vehicle for Official use by Officers assigned to the MHOP while on duty. TTBH will also provide insurance coverage for these vehicles.

IX. Compensation

Agreement Amount

a. Base Pay - Salaries, Allowances, Fringe Benefits

Base Pay is defined as compensation for 40 hours per week, which consists of time worked, holiday, paid time off plus allowance pay. Allowance pay is defined as supplemental and longevity pay. The maximum reimbursement entitlement for base pay plus applicable fringe benefits for one Precinct 2 Deputy Constable assigned to the MHOT shall not exceed $_ $65,142.00_ in any one year.

b. Overtime Pay

Overtime Pay is defined as time worked in excess of 80 hours per work period. Overtime pay is paid at 150% of the base pay rate. The maximum reimbursement entitlement for overtime plus applicable fringe benefits for one Precinct 2 Deputy Constable assigned to the MH Officer Team shall not exceed $ 5,880.00_ in any one year.

Basis for Calculating Reimbursable Costs

A. Participating law enforcement agency monthly expenses for MHOP participation shall be reimbursed by TTBH with funds encumbered for this purpose by TTBH. TTBH shall reimburse one hundred percent (100%) of the salary and fringe benefits including overtime approved by TTBH for each officer assigned to the MHOP.

B. All remuneration paid currently or accrued by the employees working on the TTBH project during the performance period is allowable to the extent that the total compensation to individual employees conforms to the established Hidalgo County pay policies, to all applicable state and federal laws, and the terms of this agreement.

C. Reimbursement for any other operating expenses will require prior approval by TTBH. All requests for reimbursement will be subject to the submission of documentation, such as time sheets, indicating that expenditures have been made.

D. The Hidalgo County Constable, Precinct 2 remains fully responsible, as the employer of the officer(s) assigned to the TTBH MHOT, for the payment of salaries, overtime, and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract.

E. Participating law enforcement agency shall develop, implement, and maintain a financial management and control system that includes the development of a budget that adequately reflects all resources necessary to carry out contracted activities and the adequate determination of costs (the Program Budget) which shall be approved by TTBH prior to the exaction thereof. Participating law enforcement agency shall expend any and all funds disbursed by TTBH only in accordance with the approved Program Budget.

F. Participating law enforcement agency shall adopt all TTBH's forms and form revisions for MHOP services. Participating law enforcement agency shall provide and maintain proper hardware and software to ensure compatibility with TTBH requirements. Participating law enforcement agency shall not alter billing forms provided by TTBH

G. Participating law enforcement agency may transfer funds from one budget line item to another line item provided that the total transferred from the line item during the fiscal year:

1. Shall not exceed five percent (5%) of either line-item;
2. Shall not alter the intent of this Agreement; and
3. Total expenses do not exceed the maximum Agreement amount.

H. Budget Adjustment Request forms shall be used if budget adjustments are necessary during the fiscal year. Budget Adjustment Requests may be submitted on a monthly basis and in emergency situations. Participating law enforcement agency shall include a written explanation for each line item adjustment, along with any appropriate supporting documentation, for all Budget Adjustment Requests submitted to TTBH. Any changes in budget line items made in accordance with this provision, or as approved herein, shall be reported to TTBH on a Budget Adjustment Request form at least ten (10) working days subsequent to the change. Changes in any budget line item exceeding five percent (5%) of the amount stated herein shall require prior written approval of TTBH. Any and all changes in the schedule of personnel require prior written approval of TTBH.

I. All furnishing and equipment purchased by TTBH will become the property of TTBH at the conclusion of this agreement.

J. All furnishing and equipment purchased by participating law enforcement agency but reimbursed by TTBH will become property of TTBH at the conclusion of this agreement.

Unallowable Costs include:

- Mileage reimbursement in excess of current state rate
- Tips and gratuities
- Partial per diem in excess of current state rate
- Charitable Donations
- Lodging in excess of current state rate
- Honorariums
- Food or beverages for volunteers and/or guests
- Gifts
- Food or beverages for staff meetings (Alcoholic beverages)
- Cellular Services for personal use
- Tobacco products
- Pager services for personal use
- Personal phone calls
- Legal services as a separate budget item
- Royalties
- Travel expenses for a volunteer
- Laundry services for clothing
- Bonuses or Incentives (without a written waiver from TTBH)
- Lobbying expenses
- Unlisted telephone numbers
- Employee Leave Buy backs (without a written waiver from TTBH)
- Cost of investment counsel
- Interest and other financial costs
- Depreciation or use charges for donated assets
- Consultant Fees (without a written waiver from TTBH)
- Payment of bad debts of participating law enforcement agency
- Cash payment to intended recipients of health services
- Firearms or any type of expenses associated with firearms
- FMLA or Worker's Comp Leave (without a written waiver from TTBH)
- Fund Raising that is not financed by in-kind contributions
- Fines and penalties resulting from violations of federal, state, or local law
- Building or land purchases, lease-purchases, rental-purchases
- Travel expenses for any person that is not an employee (or paid through this Contract) (without a written waiver from TTBH)
- Advertising costs other than those incurred for personnel recruitment solicitation of bids, and disposal of surplus materials
- Monetary judgments against the provider or the cost of out of court settlements from any civil lawsuits to which the provider is a party
- Actual losses that could have been covered by insurance but were not, unless such losses are specifically provided for in the provider(s) grant agreement
- Entertainment costs for either offenders, guests, or staff members including amusement/social activities and their related costs such as meals, beverages,
- Lodgings, rentals, transportation, and gratuities

Questionable Expenditures:
Participating law enforcement agency is prohibited from expending any funds received hereunder for illegal purposes. Participating law enforcement agency is further advised that expenditures for any items not listed on the Program Budget may be considered unallowable costs.

Payment for Services
A. The cost of services received shall not exceed the total budgeted amount as stated in this Section, Agreement Amount.

B. TTBH shall have the right to withhold the monthly payment to the participating law enforcement agency until the following failures have been corrected:

1. Failure to submit reports required for compliance standards
2. Failure to respond to audit reports and
3. Failure to correct identified areas of non-compliance to the satisfaction of TTBH within (30) days upon receipt of notification.

C. Participating law enforcement agency agrees to establish controls that ensure the expenditures charged to program activities are allowable. Participating law enforcement agency must have prior approval from TTBH on all expenditures, i.e., salary increases, furniture, equipment, and emergency expenses.

D. Participating law enforcement agency shall be liable to TTBH for full repayment of funds in the event of their use for any purpose other than stated herein. Services or expenditures submitted by participating law enforcement agency that cannot be verified will be disallowed for reimbursement. Any unauthorized expenditures will be reimbursed to TTBH within thirty (30) working days. (See Unallowable Costs Section)

E. TTBH shall require participating law enforcement agency to provide monthly financial status reports (FSR) within thirty (30) working days following the end of the reporting period. FSR's shall include the following:

1. Total approved budgeted amounts detailed by line items;
2. Total current monthly program expenses detailed by line items;
3. Year-to-date (cumulative) program expenses detailed by line item;
4. Remaining budget balance detailed by line item.

This Agreement is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, or any other disruption of current appropriated funding for this contract, TTBH may restrict, reduce, or terminate funding under this agreement. TTBH will provide sixty (60) days prior written notice to all parties of any action taken under this provision.

X. Term

This Interlocal Agreement will be effective from **February 1, 2017 through January 31, 2018.** Notwithstanding any other provision herein to the contrary, this agreement's implementation and continuation are contingent upon the availability of funds appropriated under this agreement and being made available to TTBH. This agreement may be automatically renewed annually based on based on mutual agreement of all parties. This agreement may be terminated without cause at any time with 60 days written notice.

XI. Compliance with All Laws

All parties to this agreement will act, at all times in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws.

XII. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral presentations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged.

XIII. Breach of Obligation

This agreement contains in its entirety all of the performances to be rendered under it. Breach of any obligation to be performed by any party shall constitute a breach of the entire agreement and shall give the other parties the right to terminate this agreement.

XIV. Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this agreement shall be performable in Cameron, Hidalgo and Willacy Counties, Texas. Executed by the respective parties singularly or an identical duplicate of this document on the dates stated below at the office or facility of the said County's or Municipality's governing body in Cameron, Hidalgo and Willacy Counties, Texas.

TROPICAL TEXAS BEHAVIORAL HEALTH

_____

W. Terry Crocker
Chief Executive Officer

COUNTY OF HIDALGO, TEXAS, COUNTY JUDGE

_____

Ramon Garcia

DATE: January 24, 2017

DEPARTMENT HEAD: Martin N. Cantu, Constable

2017
Appropriation
AI- 57986

DEPARTMENT NAME: Hidalgo County Constable Pct 2-TTBH

ACCOUNT NUMBER: 7-1285-421-00-292-013-7-XXX

Contact Person: Armando Campos, **Ph#** (956)784-3510 ext.2302

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
7-1285-421-00-292-013-7-113	CONST PCT2 TTBH	Reg F/T Employees	47,865.93
7-1285-421-00-292-013-7-131	CONST PCT2 TTBH	Overtime Pay	$4,786.75
7-1285-421-00-292-013-7-211	CONST PCT2 TTBH	Health Insurance	$6,300.00
7-1285-421-00-292-013-7-212	CONST PCT2 TTBH	Life Insurance	$43.56
7-1285-421-00-292-013-7-220	CONST PCT2 TTBH	FICA	$4,027.89
7-1285-421-00-292-013-7-230	CONST PCT2 TTBH	Retirement	$6,039.21
7-1285-421-00-292-013-7-250	CONST PCT2 TTBH	Unemployment Comp	$315.91
7-1285-421-00-292-013-7-260	CONST PCT2 TTBH	Workers Comp	$1,642.75
7-1285-337-00-292-013-7-000	*CONST PCT2 TTBH*	*Revenues*	$71,022.00
		TOTAL BUDGET INCREASE (DECREASE)	71,022.00

REASON:

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

01/24/17
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

January 23,2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, 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 the fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount from the Tropical Texas Behavioral Health for the Mental Health Officer Program. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$71,022.00	M.H.O.P (Mental Health Officer Program) FY17 Hidalgo Co. Constable Precinct No. 2

CERTIFIED BY:

Raymundo Eufracio, CPA — Date: 1-23-17

HIDALGO COUNTY DISTRICT JUDGES

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

Zimbra **debbie.tamez@co.hidalgo.tx.us**

AI-57986

From : Norma V. Castrellon <norma.castrellon1@co.hidalgo.tx.us> Mon, Jan 23, 2017 02:34 PM

Subject : AI-57986

To : deborah fischer <deborah.fischer@auditor.co.hidalgo.tx.us>

Cc : Debbie Tamez <debbie.tamez@co.hidalgo.tx.us>

Mrs. Fischer,
Requesting a certification of revenues for TTBH.

Thank You,
Norma Castrellon - Administrator Assistance III
for Constable Martin "Marty" Cantu
Pct. 2 Constable's Office
Office (956)784-3510 ext: 2303
Fax (956)784-8687
norma.castrellon1@co.hidalgo.tx.us

AI-57986 **Constables** **7. B.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Martin Cantu, CONSTABLE PCT. #2

Submitted By: Norma Castrellon, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. #2 - TTBH (1285):
1. Discussion, consideration and approval to enter into an Interlocal Agreement between Hidalgo County Constable Precinct 2 and Tropical Texas Behavioral Health.
2. Authorization to pay overtime reimbursable under the Interlocal Agreement terms and conditions.
3. Authorization for County Judge, as authorized official, to sign the Interlocal Agreement award and related documents.
4. Approval of Certification of Revenues by the County Auditor.

Action	Dept. / Program/ FY	Slot #	Proposed Position Title	Proposed Budgeted Salary
Create	292-013-7	0001	Deputy Constable Step 1	$44,577.00

5. Approval of the following personnel action:

6. Approval of appropriation of funds.
7. Approval to revise the salary schedule in accordance with Commissioners' Court Action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1285-421-00-292-013-7-XXX

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

BUDGETARY IMPACT:

Appropriation of funds.

Attachments

PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/06/2017 02:00 PM

Human Resources	Diana Munoz	01/20/2017 08:45 AM
Budget & Management	Veronica Ortiz	01/20/2017 08:48 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Norma Castrellon Started On: 01/06/2017 11:55 AM

Final Approval Date: 01/20/2017

INTERLOCAL AGREEMENT

County of Hidalgo, Texas acting by and through the Office of Constable, Precinct 2 and Tropical Texas Behavioral Health

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, regarding law enforcement services provided through the cooperation of municipalities, counties, and certain other local governments between Tropical Texas Behavioral Health, hereinafter referred to as TTBH, a community mental health center and a governmental unit of the state of Texas under the provisions of Vernon's Texas Codes Annotated, Health and Safety Code, §534.001 and the Hidalgo County Precinct 2 Constables Office, referred to as the participating law enforcement agency for the purpose of creating a law enforcement task force comprised of specially trained and certified Mental Health Officers, serving across Hidalgo, Cameron and Willacy Counties, with the objectives of coordinating response to individuals in mental health crisis with the local mental health authority and decreasing preventable admissions and readmissions into the criminal justice system under the Texas Healthcare Transformation and Quality Improvement Program (1115 Waiver).

It is the intent of TTBH and participating law enforcement agency that participating law enforcement agency is an independent contractor and not an employee of TTBH for any purpose. Participating law enforcement agency and TTBH understand and agree that (a) TTBH will not withhold or pay on behalf of participating law enforcement agency any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body or make available to participating law enforcement agency any of the benefits, including workers' compensation insurance coverage, afforded to employees of TTBH; (b) all such withholdings, payments and benefits, if any, are the sole responsibility of participating law enforcement agency; and (c) participating law enforcement agency will indemnify and hold harmless TTBH from any damages or liability, including attorneys' fees and legal expenses, incurred by TTBH with respect to such payments, withholdings, and benefits.

I. Objectives and Goals

Specialized mental health intervention services will be provided to individuals (youth and adults) who are in mental health crisis. Approximately eighteen (18) certified Mental Health Officers will be recruited from participating law enforcement agencies and engaged to serve in the Mental Health Officer Program (MHO P) serving Hidalgo, Cameron and Willacy Counties and will provide an intervention for a targeted behavioral health population to prevent unnecessary use of services in a specified setting (i.e., the criminal justice system, emergency rooms, and psychiatric inpatient hospital admissions). The objective is to decrease preventable admissions and readmissions into the Criminal Justice System and improve health outcomes for persons served, delivering the right care at the right time in the right setting. The Participating Law Enforcement Agency agrees to assign one (1) Deputy Constable to this program.

The MHOP will recruit new/additional officers employed by the respective participating law enforcement agencies to serve in the program. Personnel, supplies and operating expenses for the task force will be funded through funds from the Texas Healthcare Transformation and Quality Improvement Program (1115

Waiver). Officers serving on the task force will have the authority to intervene in cases involving individuals exhibiting signs and symptoms of a possible mental illness anywhere outside of the jurisdiction in which they are regularly employed throughout the catchment area of TTBH which is Cameron, Hidalgo and Willacy Counties in accordance with applicable statutes and the terms of this agreement. The participating law enforcement agencies will cooperate to improve the identification of individuals who come in contact with law enforcement for misdemeanor offenses determined to be related to the symptoms of their mental illness and who may be appropriate for diversion from the criminal justice system into routine behavioral health care services.

II. Extent of Authority

A law enforcement officer assigned by a participating law enforcement agency to the MHOP shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the cities and counties having executed an individual agreement with TTBH, including the power to make arrests and execute warrants outside the city or county from which he is assigned, but within the catchment area of TTBH. While functioning as a law enforcement officer assigned to the MHOP in a jurisdiction other than the jurisdiction from which he is assigned, all such officers shall have all the law enforcement powers of a regular law enforcement officer of such other city or county, while within the catchment area of TTBH. Nothing in this Agreement limits the authority of a law enforcement officer to act under state law, including: (1) a citizen's arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or (2) an action taken in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.

III. Creation of an Advisory Board

An Advisory Board will be established for this Project. It will be comprised of the Authorized Official of each agency having executed an Interlocal agreement with TTBH and participating in the MHOP or appointed designee. The Board will be chaired by the Chief Executive Officer of TTBH or appointed designee. The TTBH Mental Health Officer Team, hereinafter referred to as "MHOT", supervisor will also serve as a member. The Advisory Board will hold regularly scheduled quarterly meetings which will serve as a platform for the exchange of information, ideas, and recommendations regarding inter-jurisdictional coordination, law enforcement operational issues, policy development, and any other matters necessary to carry out the purposes of this agreement. Additional meetings may be called by TTBH when necessary, as dictated by Project concerns and/or determined by TTBH or Advisory Board members. Advisory Board will review reports on Project activities, as generated by the MHOT.

IV. Mental Health Officers Duties

The primary Duties of Mental Health Officers will include, but not be limited to:

- Execution of Magistrate's Order for Emergency Apprehension and Detention (Sec.28) as requested by Magistrates and/or the TTBH Mobile Crisis Outreach Teams (MCOT)
- Execution of Emergency Apprehension and Detention by Peace Officer (Sec.26) for clients identified as potentially in imminent danger of harm to self/others as identified by MCOT staff and other law enforcement agencies

- Assisting MCOT in conducting wellness checks on clients identified by TTBH MCOT as being possibly at risk
- Assisting MCOT with crisis response in the community when risk factors are present
- Transportation of individuals to inpatient Mental Health facilities for admission (both voluntary and involuntary)
- Transportation/Accompaniment of clients for medical clearance as required by inpatient facilities
- Providing safety monitoring on site as requested by MCOT staff
- Responding to crisis situations in TTBH Centers in response to announced emergency codes
- Participation in trainings as required to become familiar with Mental Health Disorders, Intellectual Disability Disorders and crisis response
- Documentation and submission of all encounters and/or interventions using established service codes within 48 hours of encounter.

Individuals selected as Mental Health Officers will meet the physical ability qualifications and requirements established by the participating law enforcement agency.

Officers will collaborate with TTBH's Mobile Crisis Outreach Teams (MCOT) and other service departments to ensure 24 hour access to necessary behavioral health consultations, appropriate outcomes for the individuals served, and to optimize the effectiveness of the program.

Oversight of day to day duties of the Officers will be the responsibility of the MHOP supervisor. Work schedules will be dedicated to mental health duties.

A. TTBH will allow officers assigned to MHOT sufficient duty time to meet with participating law enforcement agency supervisors, submit routine administrative forms, and to attend training required by the participating law enforcement agency.
B. Duty hours incurred by officers assigned to MHOT which are not related to mental health duties and are not approved by the MHOT Supervisor may be considered questionable expenditures and may be subject to non-reimbursement by TTBH.

Any disciplinary actions/performance evaluations will be the responsibility of the participating law enforcement agency. TTBH reserves the right to discontinue utilization of any individual officer assigned to the MHOP with or without cause. In cases of misconduct or poor performance, TTBH will make notification to the participating law enforcement agency and request that a replacement officer be assigned to the MHOP.

V. TTBH Responsibilities

Services funded by this interlocal agreement will be monitored through TTBH's Quality Management (QM) and Utilization Management (UM) programs. The QM/UM programs utilize several internal committees including, but not limited to, the Performance Improvement and Compliance and Utilization Management Committees, and the support of the Management of Information Systems (MIS) and Quality Management (QM) Departments, to continuously monitor performance indicators related to service quality, health

outcomes and business performance through a plan, do, study act (PDSA) quality improvement process as required by the 1115 Waiver.

VI. Training

Each officer assigned to the MHOP must become certified as a Mental Health Officer as described in Section 1701.404 of the Texas Occupations Code. Each participating law enforcement department will be responsible for ensuring that their respective officer assigned to MHOP receives 40 hours of training every 24 months as required by Section 1701.351 and 1701.352 of the Texas Occupations Code. Participating agencies will also ensure that their respective officers assigned to MHOP demonstrate weapons proficiency with all issued duty weapons as required in Section 1701.355. TTBH will allow officers sufficient time to meet all training requirements. TTBH will provide the following training to maintain a high level of knowledge and skill in intervening with persons with mental illness in the community:

- Mental Health Officer Certification Training
- Crisis Intervention
- Mental Health/Dual Diagnosis
- Cultural Sensitivity
- People First Language
- Mobile Crisis Outreach Team (MCOT) Duties
- First Aid
- Mental Health Training as identified or indicated.

VII. Seizure of Contraband and Weapons

Participating Agency agrees to retain, store, and dispose of any contraband seized by their respective Officer(s) while assigned to the MHOT according to their Department policies and law. Contraband is defined in Article 59.01 of the Texas Code of Criminal Procedure. Participating Agency also agrees to store, retain, and dispose of any firearm seized by persons with mental illness by their respective officers in accordance with Article 18.191 of the Code of Criminal Procedure.

VIII. Equipment

TTBH will provide mobile radio communication equipment designed to work with the Rio Grande Valley Communication Group Regional Radio System (RRS). Participating Agencies subscribing to the Rio Grande Valley RRS agree to monitor the law enforcement "talk group" and respond to radio transmissions from any MHOT member when necessary.

Participating Law Enforcement Agencies subscribing to the Rio Grande Valley RRS agree to provide a portable radio and charger compatible to the Rio Grande Valley RRS to their officer(s) assigned to MHOT

if they have sufficient radio equipment resources to do so, and allow the TTBH talk group to be programmed into their radios.

TTBH will provide a vehicle for Official use by Officers assigned to the MHOP while on duty. TTBH will also provide insurance coverage for these vehicles.

IX. Compensation

Agreement Amount

a. Base Pay - Salaries, Allowances, Fringe Benefits

Base Pay is defined as compensation for 40 hours per week, which consists of time worked, holiday, paid time off plus allowance pay. Allowance pay is defined as supplemental and longevity pay. The maximum reimbursement entitlement for base pay plus applicable fringe benefits for one Precinct 2 Deputy Constable assigned to the MHOT shall not exceed $ $65,142.00 in any one year.

b. Overtime Pay

Overtime Pay is defined as time worked in excess of 80 hours per work period. Overtime pay is paid at 150% of the base pay rate. The maximum reimbursement entitlement for overtime plus applicable fringe benefits for one Precinct 2 Deputy Constable assigned to the MH Officer Team shall not exceed $ 5,880.00 in any one year.

Basis for Calculating Reimbursable Costs

A. Participating law enforcement agency monthly expenses for MHOP participation shall be reimbursed by TTBH with funds encumbered for this purpose by TTBH. TTBH shall reimburse one hundred percent (100%) of the salary and fringe benefits including overtime approved by TTBH for each officer assigned to the MHOP.

B. All remuneration paid currently or accrued by the employees working on the TTBH project during the performance period is allowable to the extent that the total compensation to individual employees conforms to the established Hidalgo County pay policies, to all applicable state and federal laws, and the terms of this agreement.

C. Reimbursement for any other operating expenses will require prior approval by TTBH. All requests for reimbursement will be subject to the submission of documentation, such as time sheets, indicating that expenditures have been made.

D. The Hidalgo County Constable, Precinct 2 remains fully responsible, as the employer of the officer(s) assigned to the TTBH MHOT, for the payment of salaries, overtime, and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract.

E. Participating law enforcement agency shall develop, implement, and maintain a financial management and control system that includes the development of a budget that adequately reflects all resources necessary to carry out contracted activities and the adequate determination of costs (the Program Budget) which shall be approved by TTBH prior to the exaction thereof. Participating law enforcement agency shall expend any and all funds disbursed by TTBH only in accordance with the approved Program Budget.

F. Participating law enforcement agency shall adopt all TTBH's forms and form revisions for MHOP services. Participating law enforcement agency shall provide and maintain proper hardware and software to ensure compatibility with TTBH requirements. Participating law enforcement agency shall not alter billing forms provided by TTBH

G. Participating law enforcement agency may transfer funds from one budget line item to another line item provided that the total transferred from the line item during the fiscal year:

1. Shall not exceed five percent (5%) of either line-item;
2. Shall not alter the intent of this Agreement; and
3. Total expenses do not exceed the maximum Agreement amount.

H. Budget Adjustment Request forms shall be used if budget adjustments are necessary during the fiscal year. Budget Adjustment Requests may be submitted on a monthly basis and in emergency situations. Participating law enforcement agency shall include a written explanation for each line item adjustment, along with any appropriate supporting documentation, for all Budget Adjustment Requests submitted to TTBH. Any changes in budget line items made in accordance with this provision, or as approved herein, shall be reported to TTBH on a Budget Adjustment Request form at least ten (10) working days subsequent to the change. Changes in any budget line item exceeding five percent (5%) of the amount stated herein shall require prior written approval of TTBH. Any and all changes in the schedule of personnel require prior written approval of TTBH.

I. All furnishing and equipment purchased by TTBH will become the property of TTBH at the conclusion of this agreement.

J. All furnishing and equipment purchased by participating law enforcement agency but reimbursed by TTBH will become property of TTBH at the conclusion of this agreement.

Unallowable Costs include:

- Mileage reimbursement in excess of current state rate
- Tips and gratuities
- Partial per diem in excess of current state rate
- Charitable Donations
- Lodging in excess of current state rate
- Honorariums
- Food or beverages for volunteers and/or guests
- Gifts
- Food or beverages for staff meetings (Alcoholic beverages)
- Cellular Services for personal use
- Tobacco products
- Pager services for personal use
- Personal phone calls
- Legal services as a separate budget item
- Royalties
- Travel expenses for a volunteer
- Laundry services for clothing
- Bonuses or Incentives (without a written waiver from TTBH)
- Lobbying expenses
- Unlisted telephone numbers
- Employee Leave Buy backs (without a written waiver from TTBH)
- Cost of investment counsel
- Interest and other financial costs
- Depreciation or use charges for donated assets
- Consultant Fees (without a written waiver from TTBH)
- Payment of bad debts of participating law enforcement agency
- Cash payment to intended recipients of health services
- Firearms or any type of expenses associated with firearms
- FMLA or Worker's Comp Leave (without a written waiver from TTBH)
- Fund Raising that is not financed by in-kind contributions
- Fines and penalties resulting from violations of federal, state, or local law
- Building or land purchases, lease-purchases, rental-purchases
- Travel expenses for any person that is not an employee (or paid through this Contract) (without a written waiver from TTBH)
- Advertising costs other than those incurred for personnel recruitment solicitation of bids, and disposal of surplus materials
- Monetary judgments against the provider or the cost of out of court settlements from any civil lawsuits to which the provider is a party
- Actual losses that could have been covered by insurance but were not, unless such losses are specifically provided for in the provider(s) grant agreement
- Entertainment costs for either offenders, guests, or staff members including amusement/social activities and their related costs such as meals, beverages,
- Lodgings, rentals, transportation, and gratuities

Questionable Expenditures:
Participating law enforcement agency is prohibited from expending any funds received hereunder for illegal purposes. Participating law enforcement agency is further advised that expenditures for any items not listed on the Program Budget may be considered unallowable costs.

Payment for Services
A. The cost of services received shall not exceed the total budgeted amount as stated in this Section, Agreement Amount.

B. TTBH shall have the right to withhold the monthly payment to the participating law enforcement agency until the following failures have been corrected:

1. Failure to submit reports required for compliance standards
2. Failure to respond to audit reports and
3. Failure to correct identified areas of non-compliance to the satisfaction of TTBH within (30) days upon receipt of notification.

C. Participating law enforcement agency agrees to establish controls that ensure the expenditures charged to program activities are allowable. Participating law enforcement agency must have prior approval from TTBH on all expenditures, i.e., salary increases, furniture, equipment, and emergency expenses.

D. Participating law enforcement agency shall be liable to TTBH for full repayment of funds in the event of their use for any purpose other than stated herein. Services or expenditures submitted by participating law enforcement agency that cannot be verified will be disallowed for reimbursement. Any unauthorized expenditures will be reimbursed to TTBH within thirty (30) working days. (See Unallowable Costs Section)

E. TTBH shall require participating law enforcement agency to provide monthly financial status reports (FSR) within thirty (30) working days following the end of the reporting period. FSR's shall include the following:

1. Total approved budgeted amounts detailed by line items;
2. Total current monthly program expenses detailed by line items;
3. Year-to-date (cumulative) program expenses detailed by line item;
4. Remaining budget balance detailed by line item.

This Agreement is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, or any other disruption of current appropriated funding for this contract, TTBH may restrict, reduce, or terminate funding under this agreement. TTBH will provide sixty (60) days prior written notice to all parties of any action taken under this provision.

X. Term

This Interlocal Agreement will be effective from **February 1, 2017 through January 31, 2018.** Notwithstanding any other provision herein to the contrary, this agreement's implementation and continuation are contingent upon the availability of funds appropriated under this agreement and being made available to TTBH. This agreement may be automatically renewed annually based on based on mutual agreement of all parties. This agreement may be terminated without cause at any time with 60 days written notice.

XI. Compliance with All Laws

All parties to this agreement will act, at all times in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws.

XII. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral presentations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged.

XIII. Breach of Obligation

This agreement contains in its entirety all of the performances to be rendered under it. Breach of any obligation to be performed by any party shall constitute a breach of the entire agreement and shall give the other parties the right to terminate this agreement.

XIV. Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this agreement shall be performable in Cameron, Hidalgo and Willacy Counties, Texas. Executed by the respective parties singularly or an identical duplicate of this document on the dates stated below at the office or facility of the said County's or Municipality's governing body in Cameron, Hidalgo and Willacy Counties, Texas.

TROPICAL TEXAS BEHAVIORAL HEALTH

W. Terry Crocker
Chief Executive Officer

COUNTY OF HIDALGO, TEXAS, COUNTY JUDGE

Ramon Garcia

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JAN 19 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.

DATE:	01/19/2017	**CURRENT POSITION TITLE:**	
DEPARTMENT NAME:	Constable Pct 2	**CURRENT SLOT NO.:**	#1
DEPARTMENT NO.:	292-013	**REQUESTED POSITION TITLE:**	Deputy Constable Step I

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other TTBH-Gramt

SALARY REQUEST:

$ 0.00	$ 44,577.00	$ 44,577.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other 7-1285-421-00-292-013-4-113

POSITION TYPE:

☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

New position is needed as part of the Interlocal Agreement with TTBH.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	01/19/2017 Date
Department of Human Resources	1/19/2017 Date
Department of Budget & Management	Date

DATE: January 24, 2017

DEPARTMENT HEAD: Martin N. Cantu, Constable

2017
Appropriation
AI- 57986

DEPARTMENT NAME: Hidalgo County Constable Pct 2-TTBH

ACCOUNT NUMBER: 7-1285-421-00-292-013-7-XXX

Contact Person: Armando Campos, Ph# (956)784-3510 ext.2302

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
7-1285-421-00-292-013-7-113	CONST PCT2 TTBH	Reg F/T Employees	47,865.93
7-1285-421-00-292-013-7-131	CONST PCT2 TTBH	Overtime Pay	$4,786.75
7-1285-421-00-292-013-7-211	CONST PCT2 TTBH	Health Insurance	$6,300.00
7-1285-421-00-292-013-7-212	CONST PCT2 TTBH	Life Insurance	$43.56
7-1285-421-00-292-013-7-220	CONST PCT2 TTBH	FICA	$4,027.89
7-1285-421-00-292-013-7-230	CONST PCT2 TTBH	Retirement	$6,039.21
7-1285-421-00-292-013-7-250	CONST PCT2 TTBH	Unemployment Comp	$315.91
7-1285-421-00-292-013-7-260	CONST PCT2 TTBH	Workers Comp	$1,642.75
7-1285-337-00-292-013-7-000	*CONST PCT2 TTBH*	*Revenues*	$71,022.00
		TOTAL BUDGET INCREASE (DECREASE)	71,022.00

REASON:

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

01/24/17
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT

INTERLOCAL AGREEMENT - TTBH (1115 WAIVER)
SALARY PROJECTION (02/01/17 - 01/31/18)

Constable Pct 2

Slot No.	Position	Salary	Interlocal Agreement - Total Salary Amount (02/01/17 - 01/31/18)	Health Insurance ($6,300.00 per year)	Life Insurance ($43.56 per year)	FICA (7.65%)	Retirement (11.47%)	Unemployment Comp. (0.60%)	W/C (3.12%)	Total Salary & Fringe Benefits
	Overtime Pay		4,786.56	-	-	366.17	549.02	28.72	149.34	5,879.81
0001	Deputy Constable Step I	44,577.00	47,865.64	6,300.00	43.56	3,661.72	5,490.19	287.19	1,493.41	65,141.71
	Totals	**44,577.00**	**52,652.20**	**6,300.00**	**43.56**	**4,027.89**	**6,039.21**	**315.91**	**1,642.75**	**71,021.52**

Zimbra **debbie.tamez@co.hidalgo.tx.us**

RE: Constable Pct. 2 Officer Task Force

From : 103253 - Antonio Gonzalez <Agonzalez@TTBH.ORG> Mon, Jan 23, 2017 12:02 PM

Subject : RE: Constable Pct. 2 Officer Task Force

To : debbie tamez <debbie.tamez@co.hidalgo.tx.us>

Cc : 100470 - Hilda Garcia <HGARCIA@ttbh.org>, 102077 - Holly Borel <HBorel@ttbh.org>, CFO - Beatriz Trejo - 102595 <Beatrejo@ttbh.org>, 102677 - Marina Y. Luna <Mariluna@ttbh.org>, 102014 - Terry Crocker <Tcrocker@ttbh.org>, Chief A. Campos <armando.campos@co.hidalgo.tx.us>, atanacio gaitan <atanacio.gaitan@co.hidalgo.tx.us>

Ms. Tamez,

We are in agreement with the figures your office provided and ask that this matter be placed on the agenda for Commissioner's Court.

Thank you,

Rick

From: 102014 - Terry Crocker
Sent: Monday, January 23, 2017 11:55 AM
To: 103253 - Antonio Gonzalez <Agonzalez@TTBH.ORG>
Cc: 100470 - Hilda Garcia <HGARCIA@ttbh.org>; 102077 - Holly Borel <HBorel@ttbh.org>; CFO - Beatriz Trejo - 102595 <Beatrejo@ttbh.org>; 102677 - Marina Y. Luna <Mariluna@ttbh.org>
Subject: RE: Constable Pct. 2 Officer Task Force

OK to proceed.

TC

From: 103253 - Antonio Gonzalez
Sent: Monday, January 23, 2017 8:38 AM
To: 102014 - Terry Crocker <Tcrocker@ttbh.org>
Cc: 100470 - Hilda Garcia <HGARCIA@ttbh.org>
Subject: FW: Constable Pct. 2 Officer Task Force

Terry,,

Please see below. As we previously discussed, Hidalgo Co. Pct. 2 and Hidalgo Co. Pct. 4 have agreed to pick up the two 1115 positions vacated by Edinburg PD. Attached is salary information that the county provided as well as the standard interlocal we use with Hidalgo County. Victor Garza with the DA's Office has reviewed it. Below is Marina's financial analysis. I need to let Ms. Tamez at the County know pretty quick if she has a green light to proceed to Commissioner's Court. Can you please advise.

Thank you,

RG

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Zimbra **debbie.tamez@co.hidalgo.tx.us**

TTBH Agreement

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Mon, Jan 23, 2017 01:36 PM

Subject : TTBH Agreement

To : debbie tamez <debbie.tamez@co.hidalgo.tx.us>, martin cantu <martin.cantu@co.hidalgo.tx.us>, 103253 - Antonio Gonzalez <Agonzalez@ttbh.org>, Chief A. Campos <armando.campos@co.hidalgo.tx.us>

Cc : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Ms. Tamez,

Our office has reviewed the agreement between the County of Hidalgo (Constable PCT 2) and TTBH, and at this time approve as to the form of the agreement.

respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

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AI-58002 **Constables** **7. C.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4 - TTBH (1285):
1. Discussion, consideration and approval to enter into an Interlocal Agreement between Hidalgo County Constable Precinct 4 and Tropical Texas Behavioral Health.
2. Authorization to pay overtime reimbursable under the Interlocal Agreement terms and conditions.
3. Authorization for County Judge, as authorized official, to sign the Interlocal Agreement award and related documents.
4. Approval of Certification of Revenues by the County Auditor.
5. Approval of the following personnel action:

Action	Slot #	Dept./ Program/FY	Proposed Position Title	Proposed Budgeted Salary
Create	0001	294-013-7	Deputy Constable Step I	$44,577.00

6. Approval of appropriation of funds.
7. Approval to revise the salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1285-421-00-294-013-7-XXX

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

BUDGETARY IMPACT:

Appropriation of funds.

Attachments

PAR
appropriation
approval
legal
waiver
waiver-interlocal

COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/06/2017 03:13 PM
Human Resources	Diana Munoz	01/20/2017 08:42 AM
Budget & Management	Veronica Ortiz	01/20/2017 08:48 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Nayla Munoz		Started On: 01/06/2017 02:46 PM
Final Approval Date: 01/20/2017		

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JAN 13 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 01/13/2017
DEPARTMENT NAME: Constable Precinct 4
DEPARTMENT NO.: 294-013 -7
CURRENT POSITION TITLE:
CURRENT SLOT NO.:
REQUESTED POSITION TITLE: Deputy Constable Step I (Slot 0001)

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

SALARY REQUEST:

Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
∅	$ 44,577.00	$ 44,577.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:
☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other Appropriation of funds: Interlocal Agreement

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

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

TEMPORARY POSITIONS:

Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

New position is needed as part of the Interlocal Agreement with TTBH.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 01/13/2017
Department of Human Resources	Date 1/19/2017
Department of Budget & Management	Date 01/20/2017

HR Form: 032 *6/20/2016*

DATE: January 20, 2017

DEPARTMENT HEAD: Atanacio "J.R." Gaitan

2017
Appropriation

DEPARTMENT NAME: Constable Precinct 4

ACCOUNT NUMBER: 7-1285-421-00-294-013-7-XXX

Contact Person: Horaldo Sanchez **Ph#:** (956) 383-8560 Ext 4302

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
7-1285-421-00-294-013-7-113	Constable Pct. 4 TTBH-	Reg F/T Employees	$47,865.93
7-1285-421-00-294-013-7-131	Constable Pct. 4 TTBH-	Overtime Pay	$4,786.75
7-1285-421-00-294-013-7-211	Constable Pct. 4 TTBH-	Health Insurance	$6,300.00
7-1285-421-00-294-013-7-212	Constable Pct. 4 TTBH-	Life Insurance	$43.56
7-1285-421-00-294-013-7-220	Constable Pct. 4 TTBH-	FICA	$4,027.89
7-1285-421-00-294-013-7-230	Constable Pct. 4 TTBH-	Retirement	$6,039.21
7-1285-421-00-294-013-7-250	Constable Pct. 4 TTBH-	Unemployment Comp	$315.91
7-1285-421-00-294-013-7-260	Constable Pct. 4 TTBH-	Workers Comp	$1,642.75
7-1285-337-00-294-013-7-000	Constable Pct. 4 TTBH-	REVENUES	$71,022.00
		TOTAL BUDGET INCREASE (DECREASE)	**$71,022.00**

REASON: TO APPROPRIATE THE TTBH ALLOCATION AWARDED TO CONSTABLE PCT 4 DEPARTMENT IN THE AMOUNT OF $71,022.00.

Horaldo Sanchez
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Zimbra **debbie.tamez@co.hidalgo.tx.us**

RE: Constable Pct. 2 Officer Task Force

From : 103253 - Antonio Gonzalez <Agonzalez@TTBH.ORG> Mon, Jan 23, 2017 12:02 PM

Subject : RE: Constable Pct. 2 Officer Task Force

To : debbie tamez <debbie.tamez@co.hidalgo.tx.us>

Cc : 100470 - Hilda Garcia <HGARCIA@ttbh.org>, 102077 - Holly Borel <HBorel@ttbh.org>, CFO - Beatriz Trejo - 102595 <Beatrejo@ttbh.org>, 102677 - Marina Y. Luna <Mariluna@ttbh.org>, 102014 - Terry Crocker <Tcrocker@ttbh.org>, Chief A. Campos <armando.campos@co.hidalgo.tx.us>, atanacio gaitan <atanacio.gaitan@co.hidalgo.tx.us>

Ms. Tamez,

We are in agreement with the figures your office provided and ask that this matter be placed on the agenda for Commissioner's Court.

Thank you,

Rick

From: 102014 - Terry Crocker
Sent: Monday, January 23, 2017 11:55 AM
To: 103253 - Antonio Gonzalez <Agonzalez@TTBH.ORG>
Cc: 100470 - Hilda Garcia <HGARCIA@ttbh.org>; 102077 - Holly Borel <HBorel@ttbh.org>; CFO - Beatriz Trejo - 102595 <Beatrejo@ttbh.org>; 102677 - Marina Y. Luna <Mariluna@ttbh.org>
Subject: RE: Constable Pct. 2 Officer Task Force

OK to proceed.

TC

From: 103253 - Antonio Gonzalez
Sent: Monday, January 23, 2017 8:38 AM
To: 102014 - Terry Crocker <Tcrocker@ttbh.org>
Cc: 100470 - Hilda Garcia <HGARCIA@ttbh.org>
Subject: FW: Constable Pct. 2 Officer Task Force

Terry,,

Please see below. As we previously discussed, Hidalgo Co. Pct. 2 and Hidalgo Co. Pct. 4 have agreed to pick up the two 1115 positions vacated by Edinburg PD. Attached is salary information that the county provided as well as the standard interlocal we use with Hidalgo County. Victor Garza with the DA's Office has reviewed it. Below is Marina's financial analysis. I need to let Ms. Tamez at the County know pretty quick if she has a green light to proceed to Commissioner's Court. Can you please advise.

Thank you,

RG

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Zimbra **debbie.tamez@co.hidalgo.tx.us**

TTBH Agreements

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Mon, Jan 23, 2017 01:38 PM

Subject : TTBH Agreements

To : debbie tamez <debbie.tamez@co.hidalgo.tx.us>, atanacio gaitan <atanacio.gaitan@co.hidalgo.tx.us>, 103253 - Antonio Gonzalez <Agonzalez@ttbh.org>, Horaldo Sanchez <horaldo.sanchez@co.hidalgo.tx.us>

Cc : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Ms. Tamez,

Our office has reviewed the agreement between the County of Hidalgo (Constable PCT 4) and TTBH, and at this time approve as to the form of the agreement.

respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

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HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT

INTERLOCAL AGREEMENT - TTBH (1115 WAIVER)
SALARY PROJECTION (02/01/17 - 01/31/18)

Constable Pct 4

Slot No.	Position	Salary	Interlocal Agreement - Total Salary Amount (02/01/17 - 01/31/18)	Health Insurance ($6,300.00 per year)	Life Insurance ($43.56 per year)	FICA (7.65%)	Retirement (11.47%)	Unemployment Comp. (0.60%)	W/C (3.12%)	Total Salary & Fringe Benefits
	Overtime Pay		4,786.56	-	-	366.17	549.02	28.72	149.34	5,879.81
0001	Deputy Constable Step I	44,577.00	47,865.64	6,300.00	43.56	3,661.72	5,490.19	287.19	1,493.41	65,141.71
	Totals	**44,577.00**	**52,652.20**	**6,300.00**	**43.56**	**4,027.89**	**6,039.21**	**315.91**	**1,642.75**	**71,021.52**

INTERLOCAL AGREEMENT

County of Hidalgo, Texas acting by and through the Office of Constable, Precinct 4 and Tropical Texas Behavioral Health

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, regarding law enforcement services provided through the cooperation of municipalities, counties, and certain other local governments between Tropical Texas Behavioral Health, hereinafter referred to as TTBH, a community mental health center and a governmental unit of the state of Texas under the provisions of Vernon's Texas Codes Annotated, Health and Safety Code, §534.001 and the Hidalgo County Precinct 4 Constables Office, referred to as the participating law enforcement agency for the purpose of creating a law enforcement task force comprised of specially trained and certified Mental Health Officers, serving across Hidalgo, Cameron and Willacy Counties, with the objectives of coordinating response to individuals in mental health crisis with the local mental health authority and decreasing preventable admissions and readmissions into the criminal justice system under the Texas Healthcare Transformation and Quality Improvement Program (1115 Waiver).

It is the intent of TTBH and participating law enforcement agency that participating law enforcement agency is an independent contractor and not an employee of TTBH for any purpose. Participating law enforcement agency and TTBH understand and agree that (a) TTBH will not withhold or pay on behalf of participating law enforcement agency any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body or make available to participating law enforcement agency any of the benefits, including workers' compensation insurance coverage, afforded to employees of TTBH; (b) all such withholdings, payments and benefits, if any, are the sole responsibility of participating law enforcement agency; and (c) participating law enforcement agency will indemnify and hold harmless TTBH from any damages or liability, including attorneys' fees and legal expenses, incurred by TTBH with respect to such payments, withholdings, and benefits.

I. Objectives and Goals

Specialized mental health intervention services will be provided to individuals (youth and adults) who are in mental health crisis. Approximately eighteen (18) certified Mental Health Officers will be recruited from participating law enforcement agencies and engaged to serve in the Mental Health Officer Program (MHO P) serving Hidalgo, Cameron and Willacy Counties and will provide an intervention for a targeted behavioral health population to prevent unnecessary use of services in a specified setting (i.e., the criminal justice system, emergency rooms, and psychiatric inpatient hospital admissions). The objective is to decrease preventable admissions and readmissions into the Criminal Justice System and improve health outcomes for persons served, delivering the right care at the right time in the right setting. The Participating Law Enforcement Agency agrees to assign one (1) Deputy Constable to this program.

The MHOP will recruit new/additional officers employed by the respective participating law enforcement agencies to serve in the program. Personnel, supplies and operating expenses for the task force will be funded through funds from the Texas Healthcare Transformation and Quality Improvement Program

(1115 Waiver). Officers serving on the task force will have the authority to intervene in cases involving individuals exhibiting signs and symptoms of a possible mental illness anywhere outside of the jurisdiction in which they are regularly employed throughout the catchment area of TTBH which is Cameron, Hidalgo and Willacy Counties in accordance with applicable statutes and the terms of this agreement. The participating law enforcement agencies will cooperate to improve the identification of individuals who come in contact with law enforcement for misdemeanor offenses determined to be related to the symptoms of their mental illness and who may be appropriate for diversion from the criminal justice system into routine behavioral health care services.

II. Extent of Authority

A law enforcement officer assigned by a participating law enforcement agency to the MHOP shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the cities and counties having executed an individual agreement with TTBH, including the power to make arrests and execute warrants outside the city or county from which he is assigned, but within the catchment area of TTBH. While functioning as a law enforcement officer assigned to the MHOP in a jurisdiction other than the jurisdiction from which he is assigned, all such officers shall have all the law enforcement powers of a regular law enforcement officer of such other city or county, while within the catchment area of TTBH. Nothing in this Agreement limits the authority of a law enforcement officer to act under state law, including: (1) a citizen's arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or (2) an action taken in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.

III. Creation of an Advisory Board

An Advisory Board will be established for this Project. It will be comprised of the Authorized Official of each agency having executed an Interlocal agreement with TTBH and participating in the MHOP or appointed designee. The Board will be chaired by the Chief Executive Officer of TTBH or appointed designee. The TTBH Mental Health Officer Team, hereinafter referred to as “MHOT”, supervisor will also serve as a member. The Advisory Board will hold regularly scheduled quarterly meetings which will serve as a platform for the exchange of information, ideas, and recommendations regarding inter-jurisdictional coordination, law enforcement operational issues, policy development, and any other matters necessary to carry out the purposes of this agreement. Additional meetings may be called by TTBH when necessary, as dictated by Project concerns and/or determined by TTBH or Advisory Board members. Advisory Board will review reports on Project activities, as generated by the MHOT.

IV. Mental Health Officers Duties

The primary Duties of Mental Health Officers will include, but not be limited to:

- Execution of Magistrate's Order for Emergency Apprehension and Detention (Sec.28) as requested by Magistrates and/or the TTBH Mobile Crisis Outreach Teams (MCOT)
- Execution of Emergency Apprehension and Detention by Peace Officer (Sec.26) for clients identified as potentially in imminent danger of harm to self/others as identified by MCOT staff and other law enforcement agencies

- Assisting MCOT in conducting wellness checks on clients identified by TTBH MCOT as being possibly at risk
- Assisting MCOT with crisis response in the community when risk factors are present
- Transportation of individuals to inpatient Mental Health facilities for admission (both voluntary and involuntary)
- Transportation/Accompaniment of clients for medical clearance as required by inpatient facilities
- Providing safety monitoring on site as requested by MCOT staff
- Responding to crisis situations in TTBH Centers in response to announced emergency codes
- Participation in trainings as required to become familiar with Mental Health Disorders, Intellectual Disability Disorders and crisis response
- Documentation and submission of all encounters and/or interventions using established service codes within 48 hours of encounter.

Individuals selected as Mental Health Officers will meet the physical ability qualifications and requirements established by the participating law enforcement agency.

Officers will collaborate with TTBH's Mobile Crisis Outreach Teams (MCOT) and other service departments to ensure 24 hour access to necessary behavioral health consultations, appropriate outcomes for the individuals served, and to optimize the effectiveness of the program.

Oversight of day to day duties of the Officers will be the responsibility of the MHOP supervisor. Work schedules will be dedicated to mental health duties.

A. TTBH will allow officers assigned to MHOT sufficient duty time to meet with participating law enforcement agency supervisors, submit routine administrative forms, and to attend training required by the participating law enforcement agency.
B. Duty hours incurred by officers assigned to MHOT which are not related to mental health duties and are not approved by the MHOT Supervisor may be considered questionable expenditures and may be subject to non-reimbursement by TTBH.

Any disciplinary actions/performance evaluations will be the responsibility of the participating law enforcement agency. TTBH reserves the right to discontinue utilization of any individual officer assigned to the MHOP with or without cause. In cases of misconduct or poor performance, TTBH will make notification to the participating law enforcement agency and request that a replacement officer be assigned to the MHOP.

V. TTBH Responsibilities

Services funded by this interlocal agreement will be monitored through TTBH's Quality Management (QM) and Utilization Management (UM) programs. The QM/UM programs utilize several internal committees including, but not limited to, the Performance Improvement and Compliance and Utilization Management Committees, and the support of the Management of Information Systems (MIS) and Quality Management (QM) Departments, to continuously monitor performance indicators related to service

quality, health outcomes and business performance through a plan, do, study act (PDSA) quality improvement process as required by the 1115 Waiver.

VI. Training

Each officer assigned to the MHOP must become certified as a Mental Health Officer as described in Section 1701.404 of the Texas Occupations Code. Each participating law enforcement department will be responsible for ensuring that their respective officer assigned to MHOP receives 40 hours of training every 24 months as required by Section 1701.351 and 1701.352 of the Texas Occupations Code. Participating agencies will also ensure that their respective officers assigned to MHOP demonstrate weapons proficiency with all issued duty weapons as required in Section 1701.355. TTBH will allow officers sufficient time to meet all training requirements. TTBH will provide the following training to maintain a high level of knowledge and skill in intervening with persons with mental illness in the community:

- Mental Health Officer Certification Training
- Crisis Intervention
- Mental Health/Dual Diagnosis
- Cultural Sensitivity
- People First Language
- Mobile Crisis Outreach Team (MCOT) Duties
- First Aid
- Mental Health Training as identified or indicated.

VII. Seizure of Contraband and Weapons

Participating Agency agrees to retain, store, and dispose of any contraband seized by their respective Officer(s) while assigned to the MHOT according to their Department policies and law. Contraband is defined in Article 59.01 of the Texas Code of Criminal Procedure. Participating Agency also agrees to store, retain, and dispose of any firearm seized by persons with mental illness by their respective officers in accordance with Article 18.191 of the Code of Criminal Procedure.

VIII. Equipment

TTBH will provide mobile radio communication equipment designed to work with the Rio Grande Valley Communication Group Regional Radio System (RRS). Participating Agencies subscribing to the Rio Grande Valley RRS agree to monitor the law enforcement "talk group" and respond to radio transmissions from any MHOT member when necessary.

Participating Law Enforcement Agencies subscribing to the Rio Grande Valley RRS agree to provide a portable radio and charger compatible to the Rio Grande Valley RRS to their officer(s) assigned to

MHOT if they have sufficient radio equipment resources to do so, and allow the TTBH talk group to be programmed into their radios.

TTBH will provide a vehicle for Official use by Officers assigned to the MHOP while on duty. TTBH will also provide insurance coverage for these vehicles.

IX. Compensation

Agreement Amount

a. Base Pay - Salaries, Allowances, Fringe Benefits

Base Pay is defined as compensation for 40 hours per week, which consists of time worked, holiday, paid time off plus allowance pay. Allowance pay is defined as supplemental and longevity pay. The maximum reimbursement entitlement for base pay plus applicable fringe benefits for one Precinct 4 Deputy Constable assigned to the MHOT shall not exceed $_65,142.00_ in any one year.

b. Overtime Pay

Overtime Pay is defined as time worked in excess of 80 hours per work period. Overtime pay is paid at 150% of the base pay rate. The maximum reimbursement entitlement for overtime plus applicable fringe benefits for one Precinct 4 Deputy Constable assigned to the MH Officer Team shall not exceed $_5,880.00_ in any one year.

Basis for Calculating Reimbursable Costs

A. Participating law enforcement agency monthly expenses for MHOP participation shall be reimbursed by TTBH with funds encumbered for this purpose by TTBH. TTBH shall reimburse one hundred percent (100%) of the salary and fringe benefits including overtime approved by TTBH for each officer assigned to the MHOP.

B. All remuneration paid currently or accrued by the employees working on the TTBH project during the performance period is allowable to the extent that the total compensation to individual employees conforms to the established Hidalgo County pay policies, to all applicable state and federal laws, and the terms of this agreement.

C. Reimbursement for any other operating expenses will require prior approval by TTBH. All requests for reimbursement will be subject to the submission of documentation, such as time sheets, indicating that expenditures have been made.

D. The Hidalgo County Constable, Precinct 4 remains fully responsible, as the employer of the officer(s) assigned to the TTBH MHOT, for the payment of salaries, overtime, and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract.

E. Participating law enforcement agency shall develop, implement, and maintain a financial management and control system that includes the development of a budget that adequately reflects all resources necessary to carry out contracted activities and the adequate determination of costs (the Program Budget) which shall be approved by TTBH prior to the exaction thereof. Participating law enforcement agency shall expend any and all funds disbursed by TTBH only in accordance with the approved Program Budget.

F. Participating law enforcement agency shall adopt all TTBH's forms and form revisions for MHOP services. Participating law enforcement agency shall provide and maintain proper hardware and software to ensure compatibility with TTBH requirements. Participating law enforcement agency shall not alter billing forms provided by TTBH

G. Participating law enforcement agency may transfer funds from one budget line item to another line item provided that the total transferred from the line item during the fiscal year:

1. Shall not exceed five percent (5%) of either line-item;
2. Shall not alter the intent of this Agreement; and
3. Total expenses do not exceed the maximum Agreement amount.

H. Budget Adjustment Request forms shall be used if budget adjustments are necessary during the fiscal year. Budget Adjustment Requests may be submitted on a monthly basis and in emergency situations. Participating law enforcement agency shall include a written explanation for each line item adjustment, along with any appropriate supporting documentation, for all Budget Adjustment Requests submitted to TTBH. Any changes in budget line items made in accordance with this provision, or as approved herein, shall be reported to TTBH on a Budget Adjustment Request form at least ten (10) working days subsequent to the change. Changes in any budget line item exceeding five percent (5%) of the amount stated herein shall require prior written approval of TTBH. Any and all changes in the schedule of personnel require prior written approval of TTBH.

I. All furnishing and equipment purchased by TTBH will become the property of TTBH at the conclusion of this agreement.

J. All furnishing and equipment purchased by participating law enforcement agency but reimbursed by TTBH will become property of TTBH at the conclusion of this agreement.

Unallowable Costs include:

- Mileage reimbursement in excess of current state rate
- Tips and gratuities
- Partial per diem in excess of current state rate
- Charitable Donations
- Lodging in excess of current state rate
- Honorariums
- Food or beverages for volunteers and/or guests
- Gifts
- Food or beverages for staff meetings (Alcoholic beverages)
- Cellular Services for personal use
- Tobacco products
- Pager services for personal use
- Personal phone calls
- Legal services as a separate budget item
- Royalties
- Travel expenses for a volunteer
- Laundry services for clothing
- Bonuses or Incentives (without a written waiver from TTBH)
- Lobbying expenses
- Unlisted telephone numbers
- Employee Leave Buy backs (without a written waiver from TTBH)
- Cost of investment counsel
- Interest and other financial costs
- Depreciation or use charges for donated assets
- Consultant Fees (without a written waiver from TTBH)
- Payment of bad debts of participating law enforcement agency
- Cash payment to intended recipients of health services
- Firearms or any type of expenses associated with firearms
- FMLA or Worker's Comp Leave (without a written waiver from TTBH)
- Fund Raising that is not financed by in-kind contributions
- Fines and penalties resulting from violations of federal, state, or local law
- Building or land purchases, lease-purchases, rental-purchases
- Travel expenses for any person that is not an employee (or paid through this Contract) (without a written waiver from TTBH)
- Advertising costs other than those incurred for personnel recruitment solicitation of bids, and disposal of surplus materials
- Monetary judgments against the provider or the cost of out of court settlements from any civil lawsuits to which the provider is a party
- Actual losses that could have been covered by insurance but were not, unless such losses are specifically provided for in the provider(s) grant agreement
- Entertainment costs for either offenders, guests, or staff members including amusement/social activities and their related costs such as meals, beverages,
- Lodgings, rentals, transportation, and gratuities

Questionable Expenditures:
Participating law enforcement agency is prohibited from expending any funds received hereunder for illegal purposes. Participating law enforcement agency is further advised that expenditures for any items not listed on the Program Budget may be considered unallowable costs.

Payment for Services
A. The cost of services received shall not exceed the total budgeted amount as stated in this Section, Agreement Amount.

B. TTBH shall have the right to withhold the monthly payment to the participating law enforcement agency until the following failures have been corrected:

1. Failure to submit reports required for compliance standards
2. Failure to respond to audit reports and
3. Failure to correct identified areas of non-compliance to the satisfaction of TTBH within (30) days upon receipt of notification.

C. Participating law enforcement agency agrees to establish controls that ensure the expenditures charged to program activities are allowable. Participating law enforcement agency must have prior approval from TTBH on all expenditures, i.e., salary increases, furniture, equipment, and emergency expenses.

D. Participating law enforcement agency shall be liable to TTBH for full repayment of funds in the event of their use for any purpose other than stated herein. Services or expenditures submitted by participating law enforcement agency that cannot be verified will be disallowed for reimbursement. Any unauthorized expenditures will be reimbursed to TTBH within thirty (30) working days. (See Unallowable Costs Section)

E. TTBH shall require participating law enforcement agency to provide monthly financial status reports (FSR) within thirty (30) working days following the end of the reporting period. FSR's shall include the following:

1. Total approved budgeted amounts detailed by line items;
2. Total current monthly program expenses detailed by line items;
3. Year-to-date (cumulative) program expenses detailed by line item;
4. Remaining budget balance detailed by line item.

This Agreement is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, or any other disruption of current appropriated funding for this contract, TTBH may restrict, reduce, or terminate funding under this agreement. TTBH will provide sixty (60) days prior written notice to all parties of any action taken under this provision.

X. Term

This Interlocal Agreement will be effective from **February 1, 2017 through January 31, 2018.** Notwithstanding any other provision herein to the contrary, this agreement's implementation and continuation are contingent upon the availability of funds appropriated under this agreement and being made available to TTBH. This agreement may be automatically renewed annually based on based on

mutual agreement of all parties. This agreement may be terminated without cause at any time with 60 days written notice.

XI. Compliance with All Laws

All parties to this agreement will act, at all times in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws.

XII. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral presentations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged.

XIII. Breach of Obligation

This agreement contains in its entirety all of the performances to be rendered under it. Breach of any obligation to be performed by any party shall constitute a breach of the entire agreement and shall give the other parties the right to terminate this agreement.

XIV. Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this agreement shall be performable in Cameron, Hidalgo and Willacy Counties, Texas. Executed by the respective parties singularly or an identical duplicate of this document on the dates stated below at the office or facility of the said County's or Municipality's governing body in Cameron, Hidalgo and Willacy Counties, Texas.

TROPICAL TEXAS BEHAVIORAL HEALTH

_____

W. Terry Crocker
Chief Executive Officer

COUNTY OF HIDALGO, TEXAS, COUNTY JUDGE

_____

Ramon Garcia

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

January 23,2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, 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 the fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount from the Tropical Texas Behavioral Health for the Mental Health Officer Program. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$71,022.00	M.H.O.P (Mental Health Officer Program) FY17 Hidalgo Co. Constable Precinct No. 4

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

1-23-17
Date

HIDALGO COUNTY DISTRICT JUDGES

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

Zimbra **nayla.munoz@co.hidalgo.tx.us**

Certification of Revenues

From : Nayla Munoz <nayla.munoz@co.hidalgo.tx.us> Mon, Jan 23, 2017 02:31 PM

Subject : Certification of Revenues

To : ray eufracio <ray.eufracio@auditor.co.hidalgo.tx.us>

Cc : Linda Fong <linda.fong@auditor.co.hidalgo.tx.us>, Nereyda Gonzalez <nereyda.gonzalez@auditor.co.hidalgo.tx.us>, Deborah Fischer <deborah.fischer@auditor.co.hidalgo.tx.us>

Good Afternoon Mr. Eufracio,

Please allow this email to serve as my formal request requesting that a Certification of Revenues be created for the Tropical Texas Behavioral Health - Task Force; Revenue Acct No. 7-1285-337-00-294-013-7-000 in the amount of $71,022.00. Agenda Item No. 58002 was created to take before Commissioner's Court on January 24, 2017.

Please let me know if there is anything else needed on my behalf to complete the process in certifying these revenues.

Thank you for your assistance with this matter.

Nayla Muñoz
Administrative Assistant
Hidalgo County Constable Precinct 4
2814 S. Business Highway 281
Edinburg, Texas 78539
T. (956) 383-8560 Ext. 4313
F. (956) 383-8565

AI-58002 **Constables** **12. C.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4 - TTBH-Task Force Officer (1285):
1. Discussion, consideration and approval to enter into an Interlocal Agreement between Hidalgo County and Tropical Texas Behavioral Health under a grant.
2. Authorization to pay overtime reimbursable under the Interlocal Agreement terms and conditions.
3. Authorization for County Judge, as authorized official, to sign the Interlocal Agreement award and related documents.
4. Approval of Certification of Revenues by the County Auditor.
5. Approval of the following personnel action:

Action	Slot #	Dept./ Program/FY	Proposed Position Title	Proposed Budgeted Salary
Create	0001	294-013-7	Deputy Constable Step I	$44,577.00

6. Approval of appropriation of funds.
7. Approval to revise the salary schedule.

BACKGROUND

Fiscal Impact

Attachments

PAR FORM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/06/2017 03:13 PM
Human Resources	Diana Munoz	01/20/2017 08:42 AM

Budget & Management	Veronica Ortiz	01/20/2017 08:48 AM
Final Approval		
Form Started By: Nayla Munoz		Started On: 01/06/2017 02:46 PM

INTERLOCAL AGREEMENT

County of Hidalgo, Texas acting by and through the Office of Constable, Precinct 4 and Tropical Texas Behavioral Health

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, regarding law enforcement services provided through the cooperation of municipalities, counties, and certain other local governments between Tropical Texas Behavioral Health, hereinafter referred to as TTBH, a community mental health center and a governmental unit of the state of Texas under the provisions of Vernon's Texas Codes Annotated, Health and Safety Code, §534.001 and the Hidalgo County Precinct 4 Constables Office, referred to as the participating law enforcement agency for the purpose of creating a law enforcement task force comprised of specially trained and certified Mental Health Officers, serving across Hidalgo, Cameron and Willacy Counties, with the objectives of coordinating response to individuals in mental health crisis with the local mental health authority and decreasing preventable admissions and readmissions into the criminal justice system under the Texas Healthcare Transformation and Quality Improvement Program (1115 Waiver).

It is the intent of TTBH and participating law enforcement agency that participating law enforcement agency is an independent contractor and not an employee of TTBH for any purpose. Participating law enforcement agency and TTBH understand and agree that (a) TTBH will not withhold or pay on behalf of participating law enforcement agency any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body or make available to participating law enforcement agency any of the benefits, including workers' compensation insurance coverage, afforded to employees of TTBH; (b) all such withholdings, payments and benefits, if any, are the sole responsibility of participating law enforcement agency; and (c) participating law enforcement agency will indemnify and hold harmless TTBH from any damages or liability, including attorneys' fees and legal expenses, incurred by TTBH with respect to such payments, withholdings, and benefits.

I. Objectives and Goals

Specialized mental health intervention services will be provided to individuals (youth and adults) who are in mental health crisis. Approximately eighteen (18) certified Mental Health Officers will be recruited from participating law enforcement agencies and engaged to serve in the Mental Health Officer Program (MHO P) serving Hidalgo, Cameron and Willacy Counties and will provide an intervention for a targeted behavioral health population to prevent unnecessary use of services in a specified setting (i.e., the criminal justice system, emergency rooms, and psychiatric inpatient hospital admissions). The objective is to decrease preventable admissions and readmissions into the Criminal Justice System and improve health outcomes for persons served, delivering the right care at the right time in the right setting. The Participating Law Enforcement Agency agrees to assign one (1) Deputy Constable to this program.

The MHOP will recruit new/additional officers employed by the respective participating law enforcement agencies to serve in the program. Personnel, supplies and operating expenses for the task force will be funded through funds from the Texas Healthcare Transformation and Quality Improvement Program

(1115 Waiver). Officers serving on the task force will have the authority to intervene in cases involving individuals exhibiting signs and symptoms of a possible mental illness anywhere outside of the jurisdiction in which they are regularly employed throughout the catchment area of TTBH which is Cameron, Hidalgo and Willacy Counties in accordance with applicable statutes and the terms of this agreement. The participating law enforcement agencies will cooperate to improve the identification of individuals who come in contact with law enforcement for misdemeanor offenses determined to be related to the symptoms of their mental illness and who may be appropriate for diversion from the criminal justice system into routine behavioral health care services.

II. Extent of Authority

A law enforcement officer assigned by a participating law enforcement agency to the MHOP shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the cities and counties having executed an individual agreement with TTBH, including the power to make arrests and execute warrants outside the city or county from which he is assigned, but within the catchment area of TTBH. While functioning as a law enforcement officer assigned to the MHOP in a jurisdiction other than the jurisdiction from which he is assigned, all such officers shall have all the law enforcement powers of a regular law enforcement officer of such other city or county, while within the catchment area of TTBH. Nothing in this Agreement limits the authority of a law enforcement officer to act under state law, including: (1) a citizen's arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or (2) an action taken in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.

III. Creation of an Advisory Board

An Advisory Board will be established for this Project. It will be comprised of the Authorized Official of each agency having executed an Interlocal agreement with TTBH and participating in the MHOP or appointed designee. The Board will be chaired by the Chief Executive Officer of TTBH or appointed designee. The TTBH Mental Health Officer Team, hereinafter referred to as "MHOT", supervisor will also serve as a member. The Advisory Board will hold regularly scheduled quarterly meetings which will serve as a platform for the exchange of information, ideas, and recommendations regarding inter-jurisdictional coordination, law enforcement operational issues, policy development, and any other matters necessary to carry out the purposes of this agreement. Additional meetings may be called by TTBH when necessary, as dictated by Project concerns and/or determined by TTBH or Advisory Board members. Advisory Board will review reports on Project activities, as generated by the MHOT.

IV. Mental Health Officers Duties

The primary Duties of Mental Health Officers will include, but not be limited to:

- Execution of Magistrate's Order for Emergency Apprehension and Detention (Sec.28) as requested by Magistrates and/or the TTBH Mobile Crisis Outreach Teams (MCOT)
- Execution of Emergency Apprehension and Detention by Peace Officer (Sec.26) for clients identified as potentially in imminent danger of harm to self/others as identified by MCOT staff and other law enforcement agencies

- Assisting MCOT in conducting wellness checks on clients identified by TTBH MCOT as being possibly at risk
- Assisting MCOT with crisis response in the community when risk factors are present
- Transportation of individuals to inpatient Mental Health facilities for admission (both voluntary and involuntary)
- Transportation/Accompaniment of clients for medical clearance as required by inpatient facilities
- Providing safety monitoring on site as requested by MCOT staff
- Responding to crisis situations in TTBH Centers in response to announced emergency codes
- Participation in trainings as required to become familiar with Mental Health Disorders, Intellectual Disability Disorders and crisis response
- Documentation and submission of all encounters and/or interventions using established service codes within 48 hours of encounter.

Individuals selected as Mental Health Officers will meet the physical ability qualifications and requirements established by the participating law enforcement agency.

Officers will collaborate with TTBH's Mobile Crisis Outreach Teams (MCOT) and other service departments to ensure 24 hour access to necessary behavioral health consultations, appropriate outcomes for the individuals served, and to optimize the effectiveness of the program.

Oversight of day to day duties of the Officers will be the responsibility of the MHOP supervisor. Work schedules will be dedicated to mental health duties.

A. TTBH will allow officers assigned to MHOT sufficient duty time to meet with participating law enforcement agency supervisors, submit routine administrative forms, and to attend training required by the participating law enforcement agency.
B. Duty hours incurred by officers assigned to MHOT which are not related to mental health duties and are not approved by the MHOT Supervisor may be considered questionable expenditures and may be subject to non-reimbursement by TTBH.

Any disciplinary actions/performance evaluations will be the responsibility of the participating law enforcement agency. TTBH reserves the right to discontinue utilization of any individual officer assigned to the MHOP with or without cause. In cases of misconduct or poor performance, TTBH will make notification to the participating law enforcement agency and request that a replacement officer be assigned to the MHOP.

V. TTBH Responsibilities

Services funded by this interlocal agreement will be monitored through TTBH's Quality Management (QM) and Utilization Management (UM) programs. The QM/UM programs utilize several internal committees including, but not limited to, the Performance Improvement and Compliance and Utilization Management Committees, and the support of the Management of Information Systems (MIS) and Quality Management (QM) Departments, to continuously monitor performance indicators related to service

quality, health outcomes and business performance through a plan, do, study act (PDSA) quality improvement process as required by the 1115 Waiver.

VI. Training

Each officer assigned to the MHOP must become certified as a Mental Health Officer as described in Section 1701.404 of the Texas Occupations Code. Each participating law enforcement department will be responsible for ensuring that their respective officer assigned to MHOP receives 40 hours of training every 24 months as required by Section 1701.351 and 1701.352 of the Texas Occupations Code. Participating agencies will also ensure that their respective officers assigned to MHOP demonstrate weapons proficiency with all issued duty weapons as required in Section 1701.355. TTBH will allow officers sufficient time to meet all training requirements. TTBH will provide the following training to maintain a high level of knowledge and skill in intervening with persons with mental illness in the community:

- Mental Health Officer Certification Training
- Crisis Intervention
- Mental Health/Dual Diagnosis
- Cultural Sensitivity
- People First Language
- Mobile Crisis Outreach Team (MCOT) Duties
- First Aid
- Mental Health Training as identified or indicated.

VII. Seizure of Contraband and Weapons

Participating Agency agrees to retain, store, and dispose of any contraband seized by their respective Officer(s) while assigned to the MHOT according to their Department policies and law. Contraband is defined in Article 59.01 of the Texas Code of Criminal Procedure. Participating Agency also agrees to store, retain, and dispose of any firearm seized by persons with mental illness by their respective officers in accordance with Article 18.191 of the Code of Criminal Procedure.

VIII. Equipment

TTBH will provide mobile radio communication equipment designed to work with the Rio Grande Valley Communication Group Regional Radio System (RRS). Participating Agencies subscribing to the Rio Grande Valley RRS agree to monitor the law enforcement "talk group" and respond to radio transmissions from any MHOT member when necessary.

Participating Law Enforcement Agencies subscribing to the Rio Grande Valley RRS agree to provide a portable radio and charger compatible to the Rio Grande Valley RRS to their officer(s) assigned to

MHOT if they have sufficient radio equipment resources to do so, and allow the TTBH talk group to be programmed into their radios.

TTBH will provide a vehicle for Official use by Officers assigned to the MHOP while on duty. TTBH will also provide insurance coverage for these vehicles.

IX. Compensation

Agreement Amount

a. Base Pay - Salaries, Allowances, Fringe Benefits

Base Pay is defined as compensation for 40 hours per week, which consists of time worked, holiday, paid time off plus allowance pay. Allowance pay is defined as supplemental and longevity pay. The maximum reimbursement entitlement for base pay plus applicable fringe benefits for one Precinct 4 Deputy Constable assigned to the MHOT shall not exceed $ 65,142.00 in any one year.

b. Overtime Pay

Overtime Pay is defined as time worked in excess of 80 hours per work period. Overtime pay is paid at 150% of the base pay rate. The maximum reimbursement entitlement for overtime plus applicable fringe benefits for one Precinct 4 Deputy Constable assigned to the MH Officer Team shall not exceed $ 5,880.00 in any one year.

Basis for Calculating Reimbursable Costs

A. Participating law enforcement agency monthly expenses for MHOP participation shall be reimbursed by TTBH with funds encumbered for this purpose by TTBH. TTBH shall reimburse one hundred percent (100%) of the salary and fringe benefits including overtime approved by TTBH for each officer assigned to the MHOP.

B. All remuneration paid currently or accrued by the employees working on the TTBH project during the performance period is allowable to the extent that the total compensation to individual employees conforms to the established Hidalgo County pay policies, to all applicable state and federal laws, and the terms of this agreement.

C. Reimbursement for any other operating expenses will require prior approval by TTBH. All requests for reimbursement will be subject to the submission of documentation, such as time sheets, indicating that expenditures have been made.

D. The Hidalgo County Constable, Precinct 4 remains fully responsible, as the employer of the officer(s) assigned to the TTBH MHOT, for the payment of salaries, overtime, and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract.

E. Participating law enforcement agency shall develop, implement, and maintain a financial management and control system that includes the development of a budget that adequately reflects all resources necessary to carry out contracted activities and the adequate determination of costs (the Program Budget) which shall be approved by TTBH prior to the exaction thereof. Participating law enforcement agency shall expend any and all funds disbursed by TTBH only in accordance with the approved Program Budget.

F. Participating law enforcement agency shall adopt all TTBH's forms and form revisions for MHOP services. Participating law enforcement agency shall provide and maintain proper hardware and software to ensure compatibility with TTBH requirements. Participating law enforcement agency shall not alter billing forms provided by TTBH

G. Participating law enforcement agency may transfer funds from one budget line item to another line item provided that the total transferred from the line item during the fiscal year:

1. Shall not exceed five percent (5%) of either line-item;
2. Shall not alter the intent of this Agreement; and
3. Total expenses do not exceed the maximum Agreement amount.

H. Budget Adjustment Request forms shall be used if budget adjustments are necessary during the fiscal year. Budget Adjustment Requests may be submitted on a monthly basis and in emergency situations. Participating law enforcement agency shall include a written explanation for each line item adjustment, along with any appropriate supporting documentation, for all Budget Adjustment Requests submitted to TTBH. Any changes in budget line items made in accordance with this provision, or as approved herein, shall be reported to TTBH on a Budget Adjustment Request form at least ten (10) working days subsequent to the change. Changes in any budget line item exceeding five percent (5%) of the amount stated herein shall require prior written approval of TTBH. Any and all changes in the schedule of personnel require prior written approval of TTBH.

I. All furnishing and equipment purchased by TTBH will become the property of TTBH at the conclusion of this agreement.

J. All furnishing and equipment purchased by participating law enforcement agency but reimbursed by TTBH will become property of TTBH at the conclusion of this agreement.

Unallowable Costs include:

- Mileage reimbursement in excess of current state rate
- Tips and gratuities
- Partial per diem in excess of current state rate
- Charitable Donations
- Lodging in excess of current state rate
- Honorariums
- Food or beverages for volunteers and/or guests
- Gifts
- Food or beverages for staff meetings (Alcoholic beverages)
- Cellular Services for personal use
- Tobacco products
- Pager services for personal use
- Personal phone calls
- Legal services as a separate budget item
- Royalties
- Travel expenses for a volunteer
- Laundry services for clothing
- Bonuses or Incentives (without a written waiver from TTBH)
- Lobbying expenses
- Unlisted telephone numbers
- Employee Leave Buy backs (without a written waiver from TTBH)
- Cost of investment counsel
- Interest and other financial costs
- Depreciation or use charges for donated assets
- Consultant Fees (without a written waiver from TTBH)
- Payment of bad debts of participating law enforcement agency
- Cash payment to intended recipients of health services
- Firearms or any type of expenses associated with firearms
- FMLA or Worker's Comp Leave (without a written waiver from TTBH)
- Fund Raising that is not financed by in-kind contributions
- Fines and penalties resulting from violations of federal, state, or local law
- Building or land purchases, lease-purchases, rental-purchases
- Travel expenses for any person that is not an employee (or paid through this Contract) (without a written waiver from TTBH)
- Advertising costs other than those incurred for personnel recruitment solicitation of bids, and disposal of surplus materials
- Monetary judgments against the provider or the cost of out of court settlements from any civil lawsuits to which the provider is a party
- Actual losses that could have been covered by insurance but were not, unless such losses are specifically provided for in the provider(s) grant agreement
- Entertainment costs for either offenders, guests, or staff members including amusement/social activities and their related costs such as meals, beverages,
- Lodgings, rentals, transportation, and gratuities

Questionable Expenditures:
Participating law enforcement agency is prohibited from expending any funds received hereunder for illegal purposes. Participating law enforcement agency is further advised that expenditures for any items not listed on the Program Budget may be considered unallowable costs.

Payment for Services
A. The cost of services received shall not exceed the total budgeted amount as stated in this Section, Agreement Amount.

B. TTBH shall have the right to withhold the monthly payment to the participating law enforcement agency until the following failures have been corrected:

1. Failure to submit reports required for compliance standards
2. Failure to respond to audit reports and
3. Failure to correct identified areas of non-compliance to the satisfaction of TTBH within (30) days upon receipt of notification.

C. Participating law enforcement agency agrees to establish controls that ensure the expenditures charged to program activities are allowable. Participating law enforcement agency must have prior approval from TTBH on all expenditures, i.e., salary increases, furniture, equipment, and emergency expenses.

D. Participating law enforcement agency shall be liable to TTBH for full repayment of funds in the event of their use for any purpose other than stated herein. Services or expenditures submitted by participating law enforcement agency that cannot be verified will be disallowed for reimbursement. Any unauthorized expenditures will be reimbursed to TTBH within thirty (30) working days. (See Unallowable Costs Section)

E. TTBH shall require participating law enforcement agency to provide monthly financial status reports (FSR) within thirty (30) working days following the end of the reporting period. FSR's shall include the following:

1. Total approved budgeted amounts detailed by line items;
2. Total current monthly program expenses detailed by line items;
3. Year-to-date (cumulative) program expenses detailed by line item;
4. Remaining budget balance detailed by line item.

This Agreement is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, or any other disruption of current appropriated funding for this contract, TTBH may restrict, reduce, or terminate funding under this agreement. TTBH will provide sixty (60) days prior written notice to all parties of any action taken under this provision.

X. Term

This Interlocal Agreement will be effective from **February 1, 2017 through January 31, 2018.** Notwithstanding any other provision herein to the contrary, this agreement's implementation and continuation are contingent upon the availability of funds appropriated under this agreement and being made available to TTBH. This agreement may be automatically renewed annually based on based on

mutual agreement of all parties. This agreement may be terminated without cause at any time with 60 days written notice.

XI. Compliance with All Laws

All parties to this agreement will act, at all times in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws.

XII. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral presentations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged.

XIII. Breach of Obligation

This agreement contains in its entirety all of the performances to be rendered under it. Breach of any obligation to be performed by any party shall constitute a breach of the entire agreement and shall give the other parties the right to terminate this agreement.

XIV. Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this agreement shall be performable in Cameron, Hidalgo and Willacy Counties, Texas. Executed by the respective parties singularly or an identical duplicate of this document on the dates stated below at the office or facility of the said County's or Municipality's governing body in Cameron, Hidalgo and Willacy Counties, Texas.

TROPICAL TEXAS BEHAVIORAL HEALTH

_____

W. Terry Crocker
Chief Executive Officer

COUNTY OF HIDALGO, TEXAS, COUNTY JUDGE

_____

Ramon Garcia

DATE: January 20, 2017

2017
Appropriation

DEPARTMENT HEAD: Atanacio "J.R." Gaitan

DEPARTMENT NAME: Constable Precinct 4

ACCOUNT NUMBER: 7-1285-421-00-294-013-7-XXX

Contact Person: Horaldo Sanchez Ph# (956) 383-8560 Ext 4302

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
7-1285-421-00-294-013-7-113	Constable Pct. 4 TTBH-	Reg F/T Employees	$47,865.93
7-1285-421-00-294-013-7-131	Constable Pct. 4 TTBH-	Overtime Pay	$4,786.75
7-1285-421-00-294-013-7-211	Constable Pct. 4 TTBH-	Health Insurance	$6,300.00
7-1285-421-00-294-013-7-212	Constable Pct. 4 TTBH-	Life Insurance	$43.56
7-1285-421-00-294-013-7-220	Constable Pct. 4 TTBH-	FICA	$4,027.89
7-1285-421-00-294-013-7-230	Constable Pct. 4 TTBH-	Retirement	$6,039.21
7-1285-421-00-294-013-7-250	Constable Pct. 4 TTBH-	Unemployment Comp	$315.91
7-1285-421-00-294-013-7-260	Constable Pct. 4 TTBH-	Workers Comp	$1,642.75
7-1285-337-00-294-013-7-000	Constable Pct. 4 TTBH-	REVENUES	$71,022.00
		TOTAL BUDGET INCREASE (DECREASE)	**$71,022.00**

REASON: TO APPROPRIATE THE TTBH ALLOCATION AWARDED TO CONSTABLE PCT 4 DEPARTMENT IN THE AMOUNT OF $71,022.00.

Horaldo Sanchez
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Zimbra **debbie.tamez@co.hidalgo.tx.us**

RE: Constable Pct. 2 Officer Task Force

From : 103253 - Antonio Gonzalez <Agonzalez@TTBH.ORG> Mon, Jan 23, 2017 12:02 PM

Subject : RE: Constable Pct. 2 Officer Task Force

To : debbie tamez <debbie.tamez@co.hidalgo.tx.us>

Cc : 100470 - Hilda Garcia <HGARCIA@ttbh.org>, 102077 - Holly Borel <HBorel@ttbh.org>, CFO - Beatriz Trejo - 102595 <Beatrejo@ttbh.org>, 102677 - Marina Y. Luna <Mariluna@ttbh.org>, 102014 - Terry Crocker <Tcrocker@ttbh.org>, Chief A. Campos <armando.campos@co.hidalgo.tx.us>, atanacio gaitan <atanacio.gaitan@co.hidalgo.tx.us>

Ms. Tamez,

We are in agreement with the figures your office provided and ask that this matter be placed on the agenda for Commissioner's Court.

Thank you,

Rick

From: 102014 - Terry Crocker
Sent: Monday, January 23, 2017 11:55 AM
To: 103253 - Antonio Gonzalez <Agonzalez@TTBH.ORG>
Cc: 100470 - Hilda Garcia <HGARCIA@ttbh.org>; 102077 - Holly Borel <HBorel@ttbh.org>; CFO - Beatriz Trejo - 102595 <Beatrejo@ttbh.org>; 102677 - Marina Y. Luna <Mariluna@ttbh.org>
Subject: RE: Constable Pct. 2 Officer Task Force

OK to proceed.

TC

From: 103253 - Antonio Gonzalez
Sent: Monday, January 23, 2017 8:38 AM
To: 102014 - Terry Crocker <Tcrocker@ttbh.org>
Cc: 100470 - Hilda Garcia <HGARCIA@ttbh.org>
Subject: FW: Constable Pct. 2 Officer Task Force

Terry,,

Please see below. As we previously discussed, Hidalgo Co. Pct. 2 and Hidalgo Co. Pct. 4 have agreed to pick up the two 1115 positions vacated by Edinburg PD. Attached is salary information that the county provided as well as the standard interlocal we use with Hidalgo County. Victor Garza with the DA's Office has reviewed it. Below is Marina's financial analysis. I need to let Ms. Tamez at the County know pretty quick if she has a green light to proceed to Commissioner's Court. Can you please advise.

Thank you,

RG

****

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Zimbra **debbie.tamez@co.hidalgo.tx.us**

TTBH Agreements

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Mon, Jan 23, 2017 01:38 PM

Subject : TTBH Agreements

To : debbie tamez <debbie.tamez@co.hidalgo.tx.us>, atanacio gaitan <atanacio.gaitan@co.hidalgo.tx.us>, 103253 - Antonio Gonzalez <Agonzalez@ttbh.org>, Horaldo Sanchez <horaldo.sanchez@co.hidalgo.tx.us>

Cc : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Ms. Tamez,

Our office has reviewed the agreement between the County of Hidalgo (Constable PCT 4) and TTBH, and at this time approve as to the form of the agreement.

respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

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COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JAN 13 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS*

DATE:	01/13/2017	**CURRENT POSITION TITLE:**	
DEPARTMENT NAME:	Constable Precinct 4	**CURRENT SLOT NO.:**	
DEPARTMENT NO.:	294-013	**REQUESTED POSITION TITLE:**	Deputy Constable Step I (Slot 0001)

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

SALARY REQUEST:

Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
∅	$ 44,577.00	$ 44,577.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other Appropriation of funds: Interlocal Agreement

POSITION TYPE:

☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt

FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: *(Explain why position or adjustment request is essential)*

New position is needed as part of the Interlocal Agreement with TTBH.

* **POSITION RECLASSIFICATION COMMENTS** *(Attach completed Reclassification Analysis Form and additional pages if needed)*

Department Head	Date 01/13/2017
Department of Human Resources	Date 1/19/2017
Department of Budget & Management	Date

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT

INTERLOCAL AGREEMENT - TTBH (1115 WAIVER)
SALARY PROJECTION (02/01/17 - 01/31/18)

Constable Pct 4

Slot No.	Position	Salary	Interlocal Agreement - Total Salary Amount (02/01/17 - 01/31/18)	Health Insurance ($6,300.00 per year)	Life Insurance ($43.56 per year)	FICA (7.65%)	Retirement (11.47%)	Unemployment Comp. (0.60%)	W/C (3.12%)	Total Salary & Fringe Benefits
	Overtime Pay		4,786.56	-	-	366.17	549.02	28.72	149.34	5,879.81
0001	Deputy Constable Step I	44,577.00	47,865.64	6,300.00	43.56	3,661.72	5,490.19	287.19	1,493.41	65,141.71
	Totals	**44,577.00**	**52,652.20**	**6,300.00**	**43.56**	**4,027.89**	**6,039.21**	**315.91**	**1,642.75**	**71,021.52**

AI-58092 **Sheriff's Office** **8. A.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Raul Cantu, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office – K9s4COPS (1284):
1. Authorization and approval to apply for the K9s4COPS grant.
2. Authorization for County Judge, as authorized official, to sign required documents for the application.

BACKGROUND

Grant will be administered by the K94COPS Organization.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1284-421-00-280-XXX-X-XXX

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

BUDGETARY IMPACT:

No budgetary impact, approval to apply.

Attachments

APPLICATION

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/18/2017 02:02 PM
Budget & Management	Veronica Ortiz	01/18/2017 03:38 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 01/18/2017 01:38 PM

Final Approval Date: 01/20/2017

The Application Process

This application is a request for a police service dog that is brought before our Executive Board for consideration. This application process does not guarantee a police service dog will be placed with your organization. We take great care in our selection process to ensure the grant of a police service dog is being placed with an agency that has the financial capability to care of the police service dog and has the experience necessary to utilize this highly trained asset to the greatest extent possible.

K9s4COPs will follow up with your organization by email or phone for additional information and/or documentation to better evaluate your request.

Please complete the application and attach any letters or additional information you deem necessary to support your request to the email or address listed below.

Email: Info@K9s4COPs.org
Mail: K9s4COPs Inc.,
5858 Westheimer, Suite 700
Houston, TX 77057
Phone: 713-523-2677

All completed applications will be submitted for consideration to the Executive Board. K9s are granted on a quarterly basis. If your agency is chosen as a grant recipient, K9s4COPs will contact you and advise the next step in the process. If your department is not selected as a grant recipient, your application will remain on file for 18 months. After 18 months, we ask that you submit another application with up to date information.

For more details please check out the Grant Criteria page.

PLEASE COMPLETE THE FOLLOWING APPLICATION:

Organization Name: _____

Street Address: _____
City, State and Zip: _____
County: _____

Primary Contact for Questions on this Application: _____

Daytime Phone: _____ E-mail Address: _____

Section 1 Law Enforcement Agency and Community

The following questions help our organization understand the agency and community requesting a POLICE SERVICE DOG (K-9).

1.) Which law enforcement agency is requesting a POLICE SERVICE DOG (K9)?

2.) What is the name of the city or county making the request?

3.) What is the population of the city, and/or county you will be patrolling?

4.) What are the square miles of the city and/or county you will be patrolling?

5.) Is there a POLICE SERVICE DOG (K9) unit in your law enforcement agency?

A. If so, how long has the unit been operational?

6.) Is this request for a POLICE SERVICE DOG to launch a POLICE SERVICE DOG (K9) unit in your agency?

A. If so, does anyone with the agency have any past experience with K9 in law enforcement? Or where do you plan on receiving your initial training?

7.) What is the size of your law enforcement agency?

8.) How many POLICE SERVICE DOG (K9) officers in your unit?

9.) How many POLICE SERVICE DOG (K9) officers have dogs?

10.) What is the time frame dictating the need of the POLICE SERVICE DOG?

11.) Are there any neighboring agencies with POLICE SERVICE DOG (K9) units? If so what is the distance?

12.) If you have a K9 unit, how much training time is allotted per month to train?

13.) Will your department provide a letter of support to K9s4COPS, outlining what they will provide for the K9 and the handler? For example food, housing for dog, vehicle equipment, training, or training time for the handler. Please submit with application.

14.) Has a POLICE SERVICE DOG (K9) ever died in your department for any other reason than in the line of duty or health or age?

15.) Has your department raised funds for your K9 Unit? If so, how much?

Section 2 Type of POLICE SERVICE DOG (K-9) Being Requested

We do not train K9s or accept dogs as donations. We do require award recipients to use our kennel(s) of choice when selecting their K9. Our kennel(s) of choice are able to provide a broad selection of K9s for our clients. Training will be through our kennel(s) of choice or through an approved provider, which has been vetted by members of our Advisory Board and approved by the Executive Board. We go through lengthy measures to ensure that recipients are satisfied with their K9 selections and they receive all necessary documentation including K9 health check-ups, required certifications and K9 passports.

All award recipients are required to make arrangements to obtain their K9 and complete the required training within 90 (ninety) days notification of award, otherwise the recipient will forfeit their award.

Although most agencies request dogs titled Single or Dual purpose dogs, to avoid confusion we have listed the different disciplines of training received through certification of credible vendors. Please keep in mind that this process is about selecting the right dog for the right job. One dog cannot do everything so please consider the basic needs of your community when selecting the training of your dog.

Definitions:
A Single purpose dog is trained in one of the following disciplines:

1. Green Dog (untrained)
2. Imprinted with Scents
3. Patrol – trained in handler protection
4. Human odor, which is the ability to search missing people or suspects
5. Narcotics Detection
6. Explosives and Bomb Detection
7. Cadaver
8. Search and Rescue
9. Arson – Accelerant detection

A Dual purpose dog is trained in more than one discipline and they are the following:

1. Patrol and Narcotics
2. Patrol and Explosives

Please Make Selection of Specific Needs for Your Community

1. What discipline type of **SINGLE** purpose dog are you requesting? Please choose one:

    a. Patrol – may be trained in handler protection, or in human odor, which is the ability to search for people, missing, or suspects
    b. Narcotics Detection
    c. Explosives and Bomb Detection
    d. Cadaver
    e. Arson – Accelerant detection
    f. Other (please explain)

c. Other (please explain)

3. Is your organization requesting assistance with the purchase of a green dog and your certified in-house trainer will do the training? If so, and there is a trainer with your agency. Please list experience and qualifications.

4. Are you requesting more than one (1) dog? If so, please list the disciplines each dog must have.

5. Does your organization have a preference for a particular breed? Explain the reason for the particular breed.

6. Do you have a Standard Operating Procedure (SOP) or mandatory certification that the dog must have?

   a. If yes, please specify:
   b. If no, K9s4COPs recommends NNDDA (http://www.nndda.org/) certification. Is that acceptable?

7. Do you have a medical and welfare system set up for patrol dogs?

8. Does your organization provide for the financial expenses of patrol dog maintenance? If so, please explain.

9. Do you have equipment necessary for maintenance of the dog (i.e. leashes, collars, harnesses, crate, a built in cage for the car, heat alarm, etc.)?

Section 3 Handlers and Trainers

Because we take great care in placing our POLICE SERVICE DOGS (K9) with qualified organizations, we want to ensure they will be cared for by experience certified handlers. Please tell us about your POLICE SERVICE DOG (K9) handler's certifications and POLICE SERVICE DOG (K9) experience.

1.) How many years of law enforcement service does the handler possess?

2.) How many years of POLICE SERVICE DOG (K9) Unit service?

3.) What training or certifications does the handler hold?

4.) What type of POLICE SERVICE DOG (K9) handler program re-certifications do you attend?

5.) What experience does the handler have working a dog on the street?

6.) What type of dog has the handler worked with (single, dual, cadaver, etc.)?

7.) There is also the need for maintenance or sustainment training. Please explain how your organization will provide for this continued training?

If there is more than one handler, please use the following space to explain.

Please provide any additional details you believe would assist K9s4COPs in understanding your agency's need for patrol dogs.

AI-58175 **Executive Office** **9. B.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Discussion, consideration and action on Order approving First Amendment to Interlocal Agreement between Hidalgo County and Reinvestment Zone Number One, City of Donna

2. Discussion, consideration and action on Order approving First Amendment to Interlocal Agreement between Hidalgo County and Tax Increment Reinvestment Zone Number Two, City of Donna

BACKGROUND

Extending term.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/20/2017 03:10 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Monica Badillo		Started On: 01/20/2017 03:01 PM
Final Approval Date: 01/20/2017		

AI-58108 **Executive Office** **9. C.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting permission by the Edinburg Chamber of Commerce to use the county square for the 49th Annual Fiesta Edinburg Celebration on Saturday, February 25, 2017 at 10:00 a.m.

BACKGROUND

Fiscal Impact

Attachments

letter

ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/19/2017 09:18 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Monica Badillo Started On: 01/19/2017 08:49 AM

Final Approval Date: 01/20/2017

P.O. Box 85 / 602 W. University
Edinburg, TX 78540
(956) 383-4974

January 16, 2017

Honorable Judge Ramon Garcia
Hidalgo County Courthouse
100 E. Cano
Edinburg, TX 78539

Dear Judge Garcia:

On behalf of the Edinburg Chamber of Commerce, I would like to request permission to use the county square for the 49th Annual Fiesta Edinburg Celebration on Saturday, February 25, 2017 at 10:00 a.m. The parade is scheduled to begin at the county square and South on Closner ending at Cats Stadium on East Palm Drive. We will begin setting up at 7:00 a.m.

Thank you in advance for your cooperation. If you have any questions, please call me at 956-383-4974.

Sincerely,

Letty Gonzalez
President

StateFarm

Certificate of Insurance

This certifies that

- ☐ **State Farm Fire and Casualty Company,** Bloomington, Illinois
- ☐ **State Farm General Insurance Company,** Bloomington, Illinois
- ☐ **State Farm Fire and Casualty Company,** Aurora, Ontario
- ☐ **State Farm Florida Insurance Company,** Winter Haven, Florida
- ☒ **State Farm Lloyds,** Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder **EDINBURG CHAMBER OF COMMERCE**

Address of policyholder **602 W UNIVERSITY, EDINBURG, TX 78539**

Location of operations

Description of operations **EDINBURG CHAMBER OF COMMERCE**

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)
90-KK-5536-8	Comprehensive Business Liability	**11/17/2016**	**11/17/2017**	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☐ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury ☒ **MED/PERSON 5,000**			Each Occurrence $ **1,000,000.00** General Aggregate $ **2,000,000.00** Product - Completed Operations Aggregate $ **2,000,000.00**
Policy Number	EXCESS LIABILITY	**Policy Period Effective Date**	**Policy Period Expiration Date**	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	☐ Umbrella ☐ Other			Each Occurrence $ Aggregate $
		Policy Period Effective Date	**Policy Period Expiration Date**	Part I - Workers Compensation - Statutory
	Workers' Compensation and Employers Liability			Part II - Employers Liability Each Accident $ Disease - Each Employee $ Disease - Policy Limit $
Policy Number	**Type of Insurance**	**Policy Period Effective Date**	**Policy Period Expiration Date**	**Limits of Liability (at beginning of policy period)**

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certification Holder

ADDITIONAL INSURED
COUNTY OF HIDALGO
100 E CANO ST
EDINBURG TX 78539-4582

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Sam Saldivar
Signature of Authorized Representative

AGENT
Title

01/17/20
Date

SAM SALDIVAR
Agent Name

Telephone Number **383-4312**

Agent's Code Stamp
Agent Code **53-8259**
AFO Code **F116**

1001260

106399.11 08-29-2013

AI-58122 **Executive Office** **9. D.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Julia Sullivan, PUBLIC AFFAIRS **Submitted By:** Jane Lopez, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

United Blood Services has requested approval to host blood drives on Thursday, February 23 and Thursday, June 22 at the County Courthouse, 100 N. Closner Blvd. in Edinburg and Thursday, July 6 and Thursday, November 9 at the Administration Building, 2802 S. Bus. 281 in Edinburg. The Blood Mobile will be on site from 10:30 a.m. to 3:00 p.m. on the dates approved for the blood drive. 2017 Blood Drive Schedule.

BACKGROUND

Fiscal Impact

Attachments

Schedule_email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/19/2017 01:09 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Jane Lopez		Started On: 01/19/2017 11:41 AM
Final Approval Date: 01/20/2017		

Zimbra **jane.lopez@co.hidalgo.tx.us**

2017 requested blood drive dates

From : Luis Repreza <LRepreza@bloodsystems.org> Wed, Jan 18, 2017 05:09 PM
Subject : 2017 requested blood drive dates
To : 'Jane J. Lopez' <jane.lopez@co.hidalgo.tx.us>

Jane, good afternoon,

Below you'll find the requested blood drive dates for 2017 calendar at the Hidalgo County Courthouse & the Administration Building.

Hidalgo County Courthouse:

Thursday, February 23th
Thursday, June 22nd

Administration Building:

Thursday, July 6th
Thursday, November 9th

The blood drive hours at both locations will be 10:30am – 3:00pm (UBS Mobile unit for both locations)

Thanks again for all your time and support to this life-saving mission.
I look forward to hearing from you.

Respectfully,

Roberto Repreza
Donor Recruitment Representative
United Blood Services
1400 S 6th St, McAllen, TX 78501
© 956-212-3326
(w) 956-213-7518
LRepreza@bloodsystems.org
www.unitedbloodservices.org

Find the hero in you. Give blood 3 times a year.
Encuentra el Heroe en Ti. Dona sangre 3 veces por año.

AI-58048 **Executive Office** **9. E.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Valde Guerra, EXECUTIVE OFFICE

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: EXECUTIVE OFFICE

Information

CAPTION

Title VI/Nondiscrimination:
1. Discussion, consideration, and approval to adopt the Hidalgo County Title VI/Nondiscrimination Policy Statement.
2. Discussion, consideration and approval to adopt the U.S. Department of Transportation (DOT) Standard Title VI Assurances to establish full and affirmative compliance with the Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities.

BACKGROUND

As stated on the Title VI/Nondiscrimination Plan adopted on 8/9/16, the Title VI assurances must be submitted to TXDOT every three years or when there is a change in administration for any of the presiding Commissioners' Court members.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Assurances
Policy Statement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	01/17/2017 05:12 PM
Ivan Cantu	Ivan Cantu	01/19/2017 09:22 AM

Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Merlen P. Munoz		Started On: 01/13/2017 10:02 AM
Final Approval Date: 01/20/2017		

The United States Department of Transportation (USDOT)
Standard Title VI/Nondiscrimination Assurances

DOT Order No. 1050.2A

The COUNTY OF HIDALGO (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Nondiscrimination In Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted Department of Transportation programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Department of

Transportation programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. The Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, subrecipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, COUNTY OF HIDALGO also agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the USDOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the USDOT. You must keep records, reports, and submit the material for review upon request to USDOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The COUNTY OF HIDALGO gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under all Department of Transportation programs. This ASSURANCE is binding on Texas, other recipients, subrecipients, subgrantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in all Department of Transportation programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

This Title VI/Non-discrimination Assurance was adopted by the County of Hidalgo Commissioner's Court on the 24th day of January, 2017.

_____
Ramon Garcia, Hidalgo County Judge

_____
David Fuentes
Commissioner, Precinct 1

_____
Eduardo Cantu
Commissioner, Precinct 2

_____
Jose M. Flores
Commissioner, Precinct 3

_____
Joseph Palacios
Commissioner, Precinct 4

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the COUNTY OF HIDALGO will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the COUNTY OF HIDALGO all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF HIDALGO and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the COUNTY OF HIDALGO, its successors and assigns.

The COUNTY OF HIDALGO, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the COUNTY OF HIDALGO will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the COUNTY OF HIDALGO pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, COUNTY OF HIDALGO will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the COUNTY OF HIDALGO will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the COUNTY OF HIDALGO and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by COUNTY OF HIDALGO pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, COUNTY OF HIDALGO will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, COUNTY OF HIDALGO will there upon revert to and vest in and become the absolute property of COUNTY OF HIDALGO and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

County of Hidalgo

Title VI & Related Statues
Nondiscrimination Policy Statement

The County of Hidalgo, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statues, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity administered by the County of Hidalgo.

This Policy Statement was adopted by the County of Hidalgo Commissioner's Court on the 24th day of January, 2017.

Hidalgo County Commissioners' Court

_____
Ramon Garcia, Hidalgo County Judge

_____
David Fuentes
Commissioner, Precinct 1

_____
Eduardo Cantu
Commissioner, Precinct 2

_____
Jose M. Flores
Commissioner, Precinct 3

_____
Joseph Palacios
Commissioner, Precinct 4

Condado de **H**idalgo

Titulo VI ye Estatutos Relacionados
Declaracion de No Discriminacion

El Condado de Hidalgo, como recipiente de Asistencia Financiera Federal y segun el Acta de Derechos Civiles Titulo VI del 1964 Y estatutos relacionados, asegura que ninguna persona sera excluida a causa de raza, religion (donde el objetivo principal es asistencia financiera para proveer empleo segun 42 U.S.C. § 2000d-3), color, origen nacional, sexo, edad o incapacidad de participacion en, o negados los beneficios de, o de otra manera sea sujeto a discriminacion o represalias en cualquiera de los programas o actividades administrados por el Condado de Hidalgo, sin importar si los recursos financieros sean proveniente del gobierno federal.

Esta declaración de póliza fue adoptada por la Corte de Comisionados del Condado de Hidalgo en el 24 dia de Enero , 2017.

Corte de Comisionados del Condado de Hidalgo

_____
Ramon Garcia, Juez del Condado de Hidalgo

_____
David Fuentes
Comisionado, Precinto 1

_____
Eduardo Cantu
Comisionado, Precinto 2

_____
Jose M. Flores
Comisionado, Precinto 3

_____
Joseph Palacios
Comisionado, Precinto 4

AI-58051 **Executive Office** **9. F.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Authorization for Valde Guerra, Executive Officer to sign IRS Form 8283 (Noncash Charitable Contributions) on behalf of the County in connection with land donation from ML Rhodes, Ltd. (for a Park in Donna, Texas)

BACKGROUND

Appraised value $910,000.00

Fiscal Impact

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	01/17/2017 05:23 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Monica Badillo Started On: 01/13/2017 12:06 PM

Final Approval Date: 01/20/2017

Name(s) shown on your income tax return	Identifying number
ML RHODES, LTD	75-2784542

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- a ☐ Art* (contribution of $20,000 or more)
- b ☐ Qualified Conservation Contribution
- c ☐ Equipment
- d ☐ Art* (contribution of less than $20,000)
- e ☑ Other Real Estate
- f ☐ Securities
- g ☐ Collectibles**
- h ☐ Intellectual Property
- i ☐ Vehicles
- j ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	11.85 acres of parkland & amenities in Donna, TX	Developed park with amenities	915,000 00
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A	06/17/1998	Purchased				
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.)	Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ October 13, 2016

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☑ No

Name of charitable organization (donee)	Employer identification number
Hidalgo County	74-6000717
Address (number, street, and room or suite no.)	**City or town, state, and ZIP code**
2810 S. Business Highway 281	Edinburg, TX 78539
Authorized signature	Title: Chief Executive Officer / Date

Form **8283** (Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

▶ **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

▶ **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

ML RHODES, LTD

Identifying number

75-2784542

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property**—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property**—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: (1) For this tax year ▶ _____
(2) For any prior tax years ▶ _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):

Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ▶ _____

e Name of any person, other than the donee organization, having actual possession of the property ▶ _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

AI-56821 **Precinct #1 14. A.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Mari Gutierrez, COMM. PCT. #1

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #1

Information

CAPTION

Discussion, consideration and approval to accept donation deed from Rhodes Enterprises, Inc., a Texas limited partnership for a property legally described as Tract A & Tract B Aurora Valley Phase 4 comprising of approximately 11.85 acres to be utilized as a County Park.

BACKGROUND

Appraisal - $915,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact, donation of property.

Attachments

map

deed

appraisal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 11:04 AM
Merlen P. Munoz	Merlen P. Munoz	10/07/2016 11:54 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Monica Badillo		Started On: 10/07/2016 10:28 AM
Final Approval Date: 10/07/2016		

Aguirre & Patterson, Inc.

REAL ESTATE APPRAISERS
JOE W. PATTERSON, MAI, SRA

BETO R. AGUIRRE, Associate
CONNIE C. FIELDER, Associate
JOE E. CHEANEY, Associate
BILLY G. DOYLE, Associate
KIM E. RANSON, Associate
TISH KEATING, Associate
JAIME J. AGUIRRE, Associate

CHRIS THOMPSON, Associate
ELIZABETH RUBIO, Associate
IRENE B. THOMPSON, Associate
BRIAN K. PAYNE, Associate
GRISELDA GUERRERO, Associate
CAREN RAMIREZ, Associate
JULE KIRBY, Associate

October 11, 2016

Mr. Jaime Gonzalez, CPA, RMLO
RHODES ENTERPRISES, INC.
200 South 10th Street
McAllen, Texas 78501

RE: An appraisal report of a neighborhood park (Aurora Park) situated along the north side of Aurora Valley Drive, east of Dillon Road, north of Donna, Texas 78537.

Dear Mr. Gonzalez:

In accordance with your request, we submit an appraisal report of the above referenced property, which is legally described on Page 10 of the attached report. The property was inspected on October 6, 2016.

The intended use of the appraisal is to provide the appraisers' opinion of the market value estimate of the subject property as of the effective date indicated in the appraisal and according to the definitions contained in the written report and subject to the Underlying Assumptions and Limiting Conditions contained herein. This appraisal is intended to conform to the generally accepted appraisal standards as evidenced by the Uniform Standards of Professional Appraisal Practice.

As a result of the appraisal and analysis, it is the appraisers' opinion that the market value of the subject including contributory value of site improvements, as of October 6, 2016, is estimated to be as follows:

NINE HUNDRED AND FIFTEEN THOUSAND DOLLARS
($915,000.00)

Based upon the appraisers' analysis of past events assuming a competitive and open market, the appraisers estimate a reasonable marketing period for this type of property at the market value estimated in this report to not exceed twelve to eighteen months.

Based upon the appraisers' analysis of past events assuming a competitive and open market, the appraisers estimate a reasonable exposure period for this type of property at the market value estimated in this report would not have exceeded twelve to eighteen months.

3315 NORTH MCCOLL RD. • MCALLEN, TX 78501 • (956) 686-4532 • FAX (956) 686-6011
EMAIL: JPATTERSON@AGUIRREANDPATTERSON.COM

AI-58064 **Executive Office** **9. G.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval of claim for the following, with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

Vendor	Invoice#	Invoice Date	Amount	Service Location
Superior Alarms	583721	12/29/16	$155.00	Adm. Bldg.,100 E. Cano, Edbg.

BACKGROUND

No purchase order was obtained.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-419-40-220-050-0-430

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

BUDGETARY IMPACT:

Attachments

invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	01/17/2017 05:23 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Monica Badillo		Started On: 01/17/2017 09:33 AM
Final Approval Date: 01/20/2017		

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

Invoice

Invoice Number	Date
583721	**12/29/2016**
Customer Number	Due Date
568262	**12/29/2016**

To: **District Attorney's Office**
100 E. Cano
Edinburg, TX 78539

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$155.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
District Attorney's Office	568262		12/29/2016	12/29/2016

Quantity	Description	Rate	Amount
District Attorney's Office, 100 E. Cano, Edinburg, TX -			
1.00	Service Labor	85.00	85.00
1.00	CRYSTAL MICRO DOOR/WINDOW SENSOR, WHITE	70.00	70.00
		Subtotal:	**$155.00**
	Tax		0.00
	Payments/Credits Applied		0.00
		Invoice Balance Due:	**$155.00**

Installed wireless door sensor to office restroom door. Tested & sent signals to C/S. Verified w/C/S system working properly.

Date	Invoice #	Description	Amount	Balance Due
12/29/2016	583721	Service Call (142600)	$155.00	**$155.00**

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

AI-58173 **Executive Office** **9. H.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Public Defense:
Requesting approval of payment of two (2) attorney vouchers totaling $2,457.50 (not submitted within 3 months of disposition as per Local Rules of Administration adopted under TLGC 74.093) from attorney Sidney Meadows in connection with legal representation of indigent defendants with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor (as attached)

BACKGROUND

	Invoice Date	Disposition Date	Cause # / Court #	Amount
1	11/22/16	1/19/16	CR-15-11282-E / CC #5	$ 400.00
2	11/18/16	10/21/15	CR-4649-15-J / 430th DC	$2,057.50

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-412-30-115-016-0-333

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

BUDGETARY IMPACT:

Funds available pending emergency transfer posting.

Attachments

invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/20/2017 02:47 PM
Glinda Pacheco	Glinda Pacheco	01/20/2017 04:58 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Monica Badillo		Started On: 01/20/2017 02:22 PM
Final Approval Date: 01/20/2017		

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

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

MEMORANDUM

DATE: December 15, 2016

TO: Honorable Judge Arnoldo Cantu, Jr.
County Court #5

FROM: Ray Eufracio, CPA.
Hidalgo County Auditor

REFERENCE: Notice of Discrepancy for Attorney Sidney Meadows
Cause# CR-15-11282-E, CR-13-09329-E & CR-15-11283-E

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

On February 9th, 2015, the Board of Judges approved and amended the Hidalgo County Local Rules on Indigent Defense. Rule 8.01 (e-1) of the Local Rules stipulate that "no claim will be paid unless properly submitted within 45 days of disposition. The attached attorney fees expense claim form was submitted for approval to the Auditor's Office on November 28, 2016. The disposition date was January 19, 2016.

In addition, as per the notice that was sent out by Indigent Defense on May 18, 2015 regarding new and approved amended Local Rules, attorneys choosing to participate in the Hidalgo County Court appointment system must sign a contract agreeing to the voucher deadline submission forms. The courts and the County of Hidalgo will not be liable for payment of any voucher not submitted within the allotted time.

Should you have any questions on this matter, please call Corina Martinez, Accounts Payable Specialist I, at (956) 318-2511 ext. 4624, or Elizabeth Cano, Accounts Payable Supervisor, at ext. 4628.

ATTACHMENT

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)			
RICHARD WATTS			
PID	646825	APPOINTMENT DATE	8/3/2015
DEGREE	MA	DISPOSITION DATE	~~3/23/2016~~ 3/24/16
☐ CASE IS ON-GOING	☐ APPEAL	☐ DEATH PENALTY CASE	DEATH PENALTY RATE
COURT NUMBER	COUNTY COURT 5		
CASE NUMBER	CR-15-11282-E		

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$400.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ ____ TOTAL $400.00

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

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

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

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	$0.00
	WRIT SECURING BOND REDUCTION		☐	$0.00
	SECURE JAIL RELEASE		☐	$0.00
3/23/2016	PLEA / DISMISSAL		☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE		☐	$0.00
	SUPPRESSION		☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)		☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case # CR-13-09329-E	☑	$50.00
	OTHER MISDEMEANOR CASE	Case # CR-15-11283-E	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	$400.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

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

SECTION E — ATTORNEY INFORMATION

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

MAILING ADDRESS

1601 Dulcenea Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

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

Sidney Meadows
ATTORNEY AT LAW (SIGNATURE)

APPROVED _____ THE 22 DAY OF Mar. 2016
PRESIDING JUDGE (SIGNATURE)

RECEIVED BY INDIGENT DEFENSE OFFICE

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)

RICHARD WATTS

PID	646825	APPOINTMENT DATE	8/3/2015
DEGREE	MA	DISPOSITION DATE	3/23/2016

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

COURT NUMBER: COUNTY COURT 5

CASE NUMBER: CR-15-11282-E

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$100.00
TRIAL FEES	$0.00	$437.50	$437.50
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENT FOR OTHER LEGAL SERVICES REQUIRES SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $537.50

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

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

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

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	$0.00
	WRIT SECURING BOND REDUCTION		☐	$0.00
	SECURE JAIL RELEASE		☐	$0.00
	PLEA / DISMISSAL		☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE		☐	$0.00
	SUPPRESSION		☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)		☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case # CR-13-09329-E	☑	$50.00
	OTHER MISDEMEANOR CASE	Case # CR-15-11283-E	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	$100.00

SECTION C — LIST RELATED CASE NOS

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
8/5/2015	Receipt and review application of appointment		0.3
8/5/2015	Telephone call to Sheriff's office to schedule telephonic conference with		
	the client		0.3
8/5/2015	Prepare written request to Sheriff's office, opened file		0.4
8/6/2015	Conference call with client to discuss details of arrest and criminal history		0 5
9/2/2015	Online research regarding indictment, none posted		0.3
9/14/2015	Proof and modify correspondence to client regarding request for contact		0.4
9/17/2015	Telephone call from client to discuss details of case and plan		0.4
10/15/2015	Online research regarding indictment, none posted		0.3
11/13/2015	Online research regarding criminal history, located to pending charges		
	associated with outstanding warrants		0 4
11/13/2015	Telephone call to client, no answer, left message, draft correspondence		
	TOTAL HOURS	0	3.25

SECTION E — ATTORNEY INFORMATION

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

MAILING ADDRESS

1601 Dulcenea Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

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

ATTORNEY AT LAW (SIGNATURE)

APPROVED _____ THE _____ DAY OF _____

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

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

DEFENDANT NAME	CASE NUMBER
RICHARD WATTS	CR-15-11282-E

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	and email to client advising of outstanding warrants on previous theft charges		0.6
1/11/2016	Online research regarding indictement. indictment posted on all calendars		0.3
1/12/2016	Draft, proof, modify and finalize Michael Morton's Motion; prepare cover letter to cler		
	for filing.		0.8
1/12/2016	Services rendered to travel to court to hand file waiver of arraingment		0.7
2/12/2016	Online research regarding case status, the two cases were dismissed by the state		0.3
2/12/2016	Telephone call to client to advise of dimissals, no answer, left message on machine		0.2
	Client had commented that his previous attorney appointed on the previous charges		
	was going to assist in resolving these new charges, no contact with other attorney w		
	made with my office;		

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

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

MEMORANDUM

DATE: December 5, 2016

TO: Honorable Judge Israel Ramon Jr.
430th District Court

FROM: Ray Eufracio, CPA,
Hidalgo County Auditor

REFERENCE: Notice of Discrepancy for Attorney Sidney Meadows
Cause# CR-4649-15-J

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

On February 9th, 2015, the Board of Judges approved and amended the Hidalgo County Local Rules on Indigent Defense. Rule 8.02 (e) of the Local Rules stipulate that "attorneys appointed to represent defendants shall submit their vouchers no later than 90 days from date of disposition on felony cases. The invoice attached was submitted to the Auditor's Office on November 18, 2016. The disposition date was October 21, 2015.

In addition, as per the notice that was sent out by Indigent Defense on May 18, 2015 regarding new and approved amended Local Rules, attorneys choosing to participate in the Hidalgo County Court appointment system must sign a contract agreeing to the voucher deadline submission forms. The courts and the County of Hidalgo will not be liable for payment of any voucher not submitted within the allotted time.

Should you have any questions on this matter, please call Corina Martinez, Accounts Payable Specialist I, at (956) 318-2511 ext. 4624, or Elizabeth Cano, Accounts Payable Supervisor, at ext. 4628.

ATTACHMENT

HIDALGO COUNTY DISTRICT JUDGES

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

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A **CASE INFORMATION**

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)

LORENA HERNANDEZ

PID	686763	APPOINTMENT DATE	3/20/2015
DEGREE	FS	DISPOSITION DATE	10/21/2015

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

COURT NUMBER 430TH DISTRICT COURT

CASE NUMBER CR-4649-15-J

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$1,025.00	$1,032.50	$2,057.50
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ TOTAL $2,057.50

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

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

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

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

SECTION C LIST RELATED CASE NO.S

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

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
3/20/2015	Receipt and review appointment		0.2
3/20/2015	Opened file; prepared correspondence to sheriff's dept to schedule		
	telephonic conference with client		0.4
3/23/2015	Conduct telephonic conference with client to discuss details of arrest and		
	of the client's criminal history		0.4
3/23/2015	Draft proof modify and finalize Writ of Habaus to reduce bond		1
3/24/2015	Finalize Writ of Habaus to Reduce Bond and file with the Court		0.5
3/24/2015	Telephone call to client's mother		0.2
3/25/2015	Conference with ADA's office regarding bond reduction		0.3
3/27/2015	Receipt and review order setting hearing on Writ of Habeaus Corpus		0.2
3/31/2015	Telephone call from client's mother regarding questions about bond		
	reduction hearing		0.2
	TOTAL HOURS	0	3.5

POSTED

SECTION E **ATTORNEY INFORMATION**

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

MAILING ADDRESS

1601 Dulcenea St. Edinburg TX 78539

SECTION F **CERTIFICATION**

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

Sidney Meadows
ATTORNEY AT LAW (SIGNATURE)

APPROVED _____
PRESIDING JUDGE (SIGNATURE)

THE 18 DAY OF November 2016

REVIEWED BY INDIGENT DEFENSE OFFICE

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

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

DEFENDANT NAME	CASE NUMBER
LORENA HERNANDEZ	CR-4649-15-J

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
4/1/2015	Attendance at Court to reduce bond; client released on PR bond	1	
4/2/2015	Telephone call from client advising that she tested positive for cocaine on a UA test		
	further advised that she had 2 seizures in jail and was given medication; concern		
	of contamination, client was asked to obtain a list of the prescribed medication		0.4
4/6/2015	Telephone call from client advising that the Court has her name wrong;		0.2
4/8/2015	Telephone call from client regarding status of medical prescription request; she nee		
	a HIPPA authorization form;		0.2
4/9/2015	Mailed out HIPPA authorization form to the client		0.4
4/15/2015	Telephone call from client regarding status of case; online research revealed that th		
	case has not been scheduled for a hearing yet		0.3
4/30/2015	Online research regarding court date scheduling, none posted		0.3
5/22/2015	telephone call from client regarding status of case; client advised that she wants to		
	move to Abilene with her boyfriend		0.2
6/4/2015	Telephone call from client regarding status of case;		0.2
6/29/2015	telephone call from client advising that she does not have money or a car to report t		
	probation, wants to turn herself in, will call probation and call our office back		0.3
7/20/2015	Telephone call from client statung she is going to turn herself in because she does r		
	want to be on house arrest		0.2
8/24/2015	Receipt and review motion to revoke probation filed by the state, online research		
	regarding indictment		0.4
8/26/2015	Receipt and review motion to revoke bond and removal from AIP program		0.3
8/27/2015	Telephone call from client regarding problems she is having with drugs, reporting to		
	probation officer and conditions of AIP. Client was advised that the state has moved		
	revoke her bond, online researched court date, none posted		0.4
9/2/2015	Online researched regardign court dates, bond revocation hearing posted for tomorr		
	telephone call to the Clerk regarding not having been provided notice of hearing		0.3
9/2/2015	Telephone call to client to advise of hearing tomorrow; client advised that she is		
	suicidal and that Texas Tropical has sent someone with the State to evaluate her;		0.3
9/2/2015	Telephone call from client regarding medications she is taking and diagnosis; as per		
	client she was diagnosed with bipolar and PTSD, client advised that she will be		
	hospitalized in South Texas Behavioral for suicidial thoughts		0.3
9/3/2015	Attendance at Court, await Court to finalize previously scheduled trial matter, NISI w		
	issued by the Court due to clients failure to attend, court was advised that the client		
	being held by Texas Behavioral Health Clinic due to suicidial thoughts	1.8	
9/8/2015	Online research regarding NISI order		0.2
9/8/2015	Telephone call to clients mother regarding status of client's health, as per the client's		
	mother the client will soon be released		0.2
9/8/2015	Telephone call to client to advise of NISI issuance, advised client of process involve		0.2
9/9/2015	Telephone call to Court Coordinatore regarding getting NISI set aside; as per Marise		
	our office needs to contact the ADA to confirm they are in agreement to reset the ca		0.3
9/10/2015	telephone call to the ADA office and clerks office regarding NISI recall and drug clas		0.4
9/10/2015	telephone call to the ADA to get NISI lifted		0.2
9/11/2015	telephone call to the Court (Andy) regarding resetting matter for hearing;		0.2
9/14/2015	Researched and prepared for upcomming hearing		0.4
9/15/2015	Prepare folder with research and necessary documents for tomorrow's hearing		0.5
9/16/2015	Attend hearing to lift NISI, conference with client, conference with ADA, client's bond		
	revoked, client placed in jail	1.2	
9/22/2015	Online researched indictment, none posted yet		0.2
9/28/2015	Online researched indictment, indictment confirmed as posted		0.2
	TOTAL HOURS	4	7.75

FILED
2015 SEP 17 PM 1:18
DISTRICT CLERK
TAYLOR COUNTY, TEXAS

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

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

DEFENDANT NAME	CASE NUMBER
LORENA HERNANDEZ	CR-4649-15-J

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
9/29/2015	conference with client; attendance at court for arraingment hearing, discussed bond		
	reduction, conf w/ ADA;	1.5	
9/29/2015	Go by ADA's office to discuss bond reduction, ADA not available		0.2
9/29/2015	prepare for hearing tomorrow on felony charge		0.7
9/30/2015	attedance at court regarding arraignment on felony charge, conference with ADA, ar		
	conference with client	1	
9/30/2015	Telephone call to Sheriff's department to schedule telephonic conference with client		0.2
9/30/2015	Telephone call with client, discussed plea options		0.4
10/12/2015	Draft correspondence to sheriff's department to schedule telephonic conference		0.4
10/13/2015	Conference with client; conference with ADA; conference with Court Coordinator the		
	case was reset to a later date	1	
10/19/2015	Telephone call to ADA Victoria regarding admitting client into drug program		0.3
10/19/2015	Correspondence to Sheriff's office requesting telephonic conference with client for		
	tomorrow		0.3
10/20/2015	Telephone call to probation officer, was advised that the client qualifies for the		
	drug court but can be approved because there is no doctor available to administer		
	the medications		0.3
10/20/2015	Researched alternative options available since client does not qualify for drug court		0.7
10/21/2015	Attendance at Corut for hearing, conference with ADA and client; client sentenced to		
	9 monthls state jail	1.7	
10/26/2015	Attendance at Court for hearing, conference with ADA and client, client plead out	1	
	TOTAL HOURS	6.25	3.5

POSTED

AI-58192 **Human Resources** **10. A.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: HUMAN RESOURCES

Information

CAPTION

Approval to pay employee #217484 for 5 hours worked on 01/03/17 in order to comply with the U.S. Department of Labor requirements. Temporary position expired on 12/31/16.

BACKGROUND

Approval to pay employee #217484 a gross amount of $65.00 for 5 hours worked on 01/03/17.

Fiscal Impact

Attachments

fiscal note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Patricia Ramos	01/20/2017 04:49 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Patricia Ramos		Started On: 01/20/2017 04:44 PM
Final Approval Date: 01/20/2017		

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, January 24, 2017** **Agenda Item:** **58192**

Summary of request/proposal:
Pct 1 Rd. Maintenance (1200): Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Maintenance III ($13.00/hr.)	T147	121	0.00	65.00	65.00
				0.00	65.00	65.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1200-431-00-121-005-0-	121	PCT 1 RD MAINTENANCE-	TEMP F/T EMPLOYEES	$65.00
7-1200-431-00-121-005-0-	211	PCT 1 RD MAINTENANCE-	HEALTH INSURANCE	$0.00
7-1200-431-00-121-005-0-	212	PCT 1 RD MAINTENANCE-	LIFE INSURANCE	$0.00
7-1200-431-00-121-005-0-	220	PCT 1 RD MAINTENANCE-	FICA	$4.97
7-1200-431-00-121-005-0-	230	PCT 1 RD MAINTENANCE-	RETIREMENT	$0.00
7-1200-431-00-121-005-0-	250	PCT 1 RD MAINTENANCE-	UNEMPLOYMENT COMP	$0.39
7-1200-431-00-121-005-0-	260	PCT 1 RD MAINTENANCE-	WORKER'S COMP	$4.47
			2017 Budgetary Impact	$74.83

2018 Budgetary Impact $82.29

Possible Funding Sources: **Intradepartmental Transfer.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-58068 **Human Resources** **10. B.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Border Colonia Access Program/ R&B County Wide Administration (1200):
1. Approval to reduce supplemental pay allowance from $3,500.00 to $1,104.00 to slot no. 125-028-0-A006.
2. Approval to transfer slot no. 125-028-0-A006 supplemental pay allowance from Clerk IV position, slot no. 121-004-0-0009 to Program Manager position, slot no. 125-030-0-0001.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1200-431-00-125-028-0-XXX

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

BUDGETARY IMPACT:

Cost Savings

Attachments

Fiscal Note
PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/20/2017 01:55 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Diana Munoz		Started On: 01/17/2017 10:29 AM
Final Approval Date: 01/20/2017		

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, January 24, 2017 Agenda Item: 58068

Summary of request/proposal:
BCAP (1200)-
Approval of the following personnel actions, effective 01/24/17 :

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Clerk IV	A006	117	3,500.00	1,104.00	(2,396.00)
				3,500.00	1,104.00	(2,396.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1200-431-00-125-028-0-	113	BCAP-	REGULAR FULL TIME	($2,248.55)
7-1200-431-00-125-028-0-	211	BCAP-	HEALTH INSURANCE	$0.00
7-1200-431-00-125-028-0-	212	BCAP-	LIFE INSURANCE	$0.00
7-1200-431-00-125-028-0-	220	BCAP-	FICA	($172.01)
7-1200-431-00-125-028-0-	230	BCAP-	RETIREMENT	($257.91)
7-1200-431-00-125-028-0-	250	BCAP-	UNEMPLOYMENT COMP	($13.49)
7-1200-431-00-125-028-0-	260	BCAP-	WORKER'S COMP	($70.15)
			2016 Budgetary Impact	($2,762.11)

2017 Budgetary Impact: ($2,943.25)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM
(ALLOWANCES)

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	01/18/2017	**CURRENT POSITION TITLE:**	Clerk IV
DEPARTMENT NAME:	Border Colonia Access Program	**CURRENT SLOT NO.:**	A006
DEPARTMENT NO.:	125-028	**REQUESTED POSITION TITLE:**	Clerk IV

ALLOWANCE REQUEST: ***Type of Allowance***

- ☐ Longevity
- ☑ Supplemental
- ☐ Interpreter
- ☐ Auto
- ☐ Clothing

Allowance Amount:	$ 3,500.00	$ 1,104.00	-$ 2,396.00
	Current Budgeted Amount	Proposed Budgeted Amount	Net Change

TOTAL BUDGETARY IMPACT: -$ 2,396.00

POSITION/ALLOWANCE TO BE FUNDED FROM ONE OF THE FOLLOWING:

- ☐ Current Department Budget
- ☐ Salary Adjustment
- ☐ Annual Budget Cycle
- ☐ Other
- ☐ Will Require Additional Funds

POSITION TYPE:

- ☑ Full Time Regular Object Code 113
- ☐ Full Time Temporary Object Code 121
- ☐ Part Time Regular Object Code 114
- ☐ Part Time Temporary Object Code 122

CIVIL SERVICE:

- ☐ Exempt
- ☑ Non-Exempt

FLSA:

- ☐ Exempt
- ☑ Non- Exempt

JUSTIFICATION/PRIORITY: ***(Explain why this allowance request is essential)***

Reduce supplement pay in accordance to reassignment of duties.

COMMENTS: ***(Any comments you wish to make regarding this request, attach additional pages if needed)***

Department Head	Date 1/20/17
Department of Human Resources	Date 1/20/2017
Department of Budget & Management	Date 01/20/2017

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM
(ALLOWANCES)

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

PR

DATE:	01/18/2017	**CURRENT POSITION TITLE:**	Program Manager
DEPARTMENT NAME:	R&B Co Wide Administration	**CURRENT SLOT NO.:**	0001 / A004
DEPARTMENT NO.:	125-030 / 125-038	**REQUESTED POSITION TITLE:**	Program Manager

ALLOWANCE REQUEST: ***Type of Allowance***

- ☐ Longevity
- ☑ Supplemental
- ☐ Interpreter
- ☐ Auto
- ☐ Clothing

Allowance Amount:	$ 0.00	$ 1,104.00	$ 1,104.00
	Current Budgeted Amount	Proposed Budgeted Amount	Net Change

TOTAL BUDGETARY IMPACT: $ 1,104.00

POSITION/ALLOWANCE TO BE FUNDED FROM ONE OF THE FOLLOWING:

- ☐ Current Department Budget
- ☐ Salary Adjustment
- ☐ Annual Budget Cycle
- ☑ Other
- ☐ Will Require Additional Funds

POSITION TYPE:

- ☑ Full Time Regular Object Code 113
- ☐ Full Time Temporary Object Code 121
- ☐ Part Time Regular Object Code 114
- ☐ Part Time Temporary Object Code 122

CIVIL SERVICE:

- ☐ Exempt
- ☑ Non-Exempt

FLSA: PR

- ☐ Exempt
- ☑ Non- Exempt

JUSTIFICATION/PRIORITY: ***(Explain why this allowance request is essential)***

Adding supplement pay due to assignment of BCAP duties.

COMMENTS: ***(Any comments you wish to make regarding this request, attach additional pages if needed)***

M. Badillo	1/20/17
Department Head	Date
Department of Human Resources	1/20/2017 Date
Department of Budget & Management	01/20/2017 Date

AI-58076 **Human Resources** **10. C.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Constable Pct. #4 (1100):
Approval of clarification to Agenda Item 57327, Item No.4; to correct the effective date to delete one (1) regular full-time Deputy Constable position, Slot No. 011, from 12/13/2016 to 12/26/2016.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Cost Savings; reference AI-57327 CC Regular 12/13/16.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/20/2017 10:01 AM
Human Resources	Diana Munoz	01/20/2017 01:27 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Diana Munoz		Started On: 01/17/2017 02:06 PM
Final Approval Date: 01/20/2017		

AI-58079 **Human Resources** **10. D.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

1.DA Criminal (1100) / DA Investigation HB65 (1223) / DA-Pretrial Intervention (1225):
A. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
B. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 2/06/2017 :

Action	Slot#	Dept/ Program	Current/Proposed Position Title	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance
Salary Adjustment (Increase)	0020	080-015	Assistant District Attorney IV	$9,534.00	$14,524.00
Salary Adjustment (Decrease)	0025	080-015	Assistant District Attorney III	$11,840.00	$6,850.00
Create / (Add Auto Allowance)	0182	080-007	Assistant District Attorney II	$0.00	$59,843.00
				$0.00	$900.00
Change funding source / (Auto Allowance)	0034	080-002	Criminal Investigator III	$0.00	$3,600.00
	A165	080-007		$3,600.00	$0.00
Change funding source / (Auto Allowance)	0099	080-002	Criminal Investigator II	$0.00	$3,600.00
	A166	080-007		$3,600.00	$0.00

C. Approval of interdepartmental transfer and appropriation of funds.
D. Approval to revise the salary schedule in accordance with Commissioners Court action.

2. Domestic Violence Court Grant (1289) / Criminal DA (1100):
A. Discussion, consideration, and approval to reassign supplemental pay as follows, effective next full pay period, 2/06/2017 :

Employee#	Dept./ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
210170	080-002	0010	Assistant District Attorney III	$11,720.00	$0.00
212334	080-002	0047	Assistant District Attorney II	$0.00	$11,720.00

B. Approval to revise the salary schedule in accordance with Commissioners' Court Action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1225-412-00-080-015-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact.

FISCAL YEAR: 2017 **ACCT. #:** 7-1223-412-00-080-007-0-XXX

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

BUDGETARY IMPACT:

Funds available pending intradepartmental transfer and appropriation from fund balance.

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

Funding undetermined

Attachments

JOB DESCRIPTION
Transfer
Fiscal Note
Appropriation
PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/20/2017 10:02 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Diana Munoz		Started On: 01/17/2017 03:48 PM
Final Approval Date: 01/20/2017		

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ASSISTANT DISTRICT ATTORNEY II

GENERAL DESCRIPTION

Employee performs legal work. Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the frequent supervision of higher level attorneys in an effort to build the knowledge, skills, and expertise necessary.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

Counsels and advises clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation

Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in legal setting with prior experience in the relevant areas of law

Juris Doctorate (JD) degree

Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Must be computer literate

Knowledge of all applicable laws and procedures

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

DATE: January 24, 2017

2017
Transfer

AI-58079

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for DA CCP59

ACCOUNT NUMBER: 7-1223-412-00-080-007-0-XXX

Contact Person: Patricia Ramos **Ph#:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
118	Auto Allowance	113	Regular Full Time	5,694.23
			TOTAL	$ 5,694.23

REASON:
Transfer needed to fund a personnel action, AI-58079 CC 01/24/17.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, January 24, 2017 Agenda Item: 58079

Summary of request/proposal:
Pretrial Intervention Prg (1225)-
Approval of the following personnel actions, effective 02/06/17 :

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1225	Assistant District Attorney IV	0020	113	9,534.00	14,524.00	4,990.00
1225	Assistant District Attorney III	0025	113	11,840.00	6,850.00	(4,990.00)
				21,374.00	21,374.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1225-412-00-080-015-0-	113	PRETRIAL INTERVENTION PRG-	REGULAR FULL TIME	$0.00
7-1225-412-00-080-015-0-	211	PRETRIAL INTERVENTION PRG-	HEALTH INSURANCE	$0.00
7-1225-412-00-080-015-0-	212	PRETRIAL INTERVENTION PRG-	LIFE INSURANCE	$0.00
7-1225-412-00-080-015-0-	220	PRETRIAL INTERVENTION PRG-	FICA	$0.00
7-1225-412-00-080-015-0-	230	PRETRIAL INTERVENTION PRG-	RETIREMENT	$0.00
7-1225-412-00-080-015-0-	250	PRETRIAL INTERVENTION PRG-	UNEMPLOYMENT COMP	$0.00
7-1225-412-00-080-015-0-	260	PRETRIAL INTERVENTION PRG-	WORKER'S COMP	$0.00
			2017 Budgetary Impact	$0.00

2018 Budgetary Impact: $0.00

Possible Funding Sources: No Budgetary Impact

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, January 24, 2017 Agenda Item: 58079

Summary of request/proposal:
DA CCP59 (1223)-
Approval of the following personnel actions, effective 02/06/17 :

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	Assistant District Attorney II	0034	113	0.00	59,843.00	59,843.00
1223	Assistant District Attorney II	0034	118	0.00	900.00	900.00
1223	Criminal Investigator III	A165	118	3,600.00	0.00	(3,600.00)
1223	Criminal Investigator II	A166	118	3,600.00	0.00	(3,600.00)
				7,200.00	60,743.00	53,543.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1223-412-00-080-007-0-	113	DA CCP59-	REGULAR FULL TIME	$54,088.87
7-1223-412-00-080-007-0-	118	DA CCP59-	AUTO ALLOWANCE	($5,694.23)
7-1223-412-00-080-007-0-	211	DA CCP59-	HEALTH INSURANCE	$5,694.23
7-1223-412-00-080-007-0-	212	DA CCP59-	LIFE INSURANCE	$39.37
7-1223-412-00-080-007-0-	220	DA CCP59-	FICA	$3,702.19
7-1223-412-00-080-007-0-	230	DA CCP59-	RETIREMENT	$5,550.86
7-1223-412-00-080-007-0-	250	DA CCP59-	UNEMPLOYMENT COMP	$290.37
7-1223-412-00-080-007-0-	260	DA CCP59-	WORKER'S COMP	$53.23
			2017 Budgetary Impact	$63,724.89

2018 Budgetary Impact: $70,504.14

Possible Funding Sources: Intradepartmental transfer & Appropriation

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, January 24, 2017 Agenda Item: 58079

Summary of request/proposal:
Crim DA (1100)-
Approval of the following personnel actions, effective 02/06/17 :

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Criminal Investigator III	0034	118	0.00	3,600.00	3,600.00
1100	Criminal Investigator II	0099	118	0.00	3,600.00	3,600.00
1100	Assistant District Attorney III	0010	117	11,720.00	0.00	(11,720.00)
1100	Assistant District Attorney II	0047	117	0.00	11,720.00	11,720.00
				11,720.00	18,920.00	7,200.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-412-00-080-002-0-	117	CRIM DA-	SUPPLEMENTAL PAY	$0.00
7-1100-412-00-080-002-0-	118	CRIM DA-	AUTO ALLOWANCE	$6,507.69
7-1100-412-00-080-002-0-	211	CRIM DA-	HEALTH INSURANCE	$0.00
7-1100-412-00-080-002-0-	212	CRIM DA-	LIFE INSURANCE	$0.00
7-1100-412-00-080-002-0-	220	CRIM DA-	FICA	$497.84
7-1100-412-00-080-002-0-	230	CRIM DA-	RETIREMENT	$746.43
7-1100-412-00-080-002-0-	250	CRIM DA-	UNEMPLOYMENT COMP	$39.05
7-1100-412-00-080-002-0-	260	CRIM DA-	WORKER'S COMP	$7.16
			2017 Budgetary Impact	$7,798.17

2018 Budgetary Impact: $8,627.76

Possible Funding Sources: Funding Undetermined

Comments:

DATE: January 24, 2017

2017
Appropriation
AI-58079

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **DA CCP 59**

ACCOUNT NUMBER: 7-1223-412-00-080-007-0-XXX

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
7-1223-412-00-080-007-0-	113	DA CCP59-	Reg F/T Employees	48,394.64
7-1223-412-00-080-007-0-	211	DA CCP59-	Health Insurance	5,694.23
7-1223-412-00-080-007-0-	212	DA CCP59-	Life Insurance	39.37
7-1223-412-00-080-007-0-	220	DA CCP59-	FICA	3,702.19
7-1223-412-00-080-007-0-	230	DA CCP59-	Retirement	5,550.86
7-1223-412-00-080-007-0-	250	DA CCP59-	Unemployment Comp	290.37
7-1223-412-00-080-007-0-	260	DA CCP59-	Worker's Comp	53.23
			TOTAL BUDGET INCREASE (DECREASE)	**63,724.89**

REASON: To fund creation of Assistant District Attorney II position slot no. 0182 AI-58079 CC 01.24.17
Appropriate funds from Unassigned Fund Balance 7-1223-258-00-000-000-0-000

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JAN 19 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	01/19/2017	**CURRENT POSITION TITLE:**	Assistant District Attorney IV
DEPARTMENT NAME:	District Attorney's Office	**CURRENT SLOT NO.:**	015-020
DEPARTMENT NO.:	080-015	**REQUESTED POSITION TITLE:**	Assistant District Attorney IV

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Increase

SALARY REQUEST:

$ 9,534.00	$ 14,524.00	$ 4,990.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other DA Pretrial Intervention Program

POSITION TYPE:

☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt **FLSA:** ☑ Exempt ☐ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

To commensurate with the duties and responsibilities assigned to the position.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 01/19/2017
Department of Human Resources	Date 1/19/2017
Department of Budget & Management	Date 1/20/2017

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JAN 19 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	01/19/2017	**CURRENT POSITION TITLE:**	Assistant District Attorney III
DEPARTMENT NAME:	District Attorney's Office	**CURRENT SLOT NO.:**	015-025
DEPARTMENT NO.:	080-015	**REQUESTED POSITION TITLE:**	Assistant District Attorney III

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Decrease

SALARY REQUEST:

$ 11,840.00	$ 6,850.00	-$ 4,990.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other DA Pretrial Intervention Program

POSITION TYPE:

☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt **FLSA:** ☑ Exempt ☐ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Decreasing budgeted salary.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 01/19/2017
Department of Human Resources	Date 1/19/2017
Department of Budget & Management	Date 1/20/2017

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 05 2017
HUMAN RESOURCES
AR

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-~~002~~ 007) Chapter 59 DATE: 1/3/2017

CURRENT POSITION TITLE: CURRENT SLOT #: ~~TBD~~ 0182

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY II

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	$ 59,843.00	$ 59,843.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Auto Allowance:

$ 0.00	$ 900.00	$ 900.00
Current Budgeted ~~Salary~~ Allowance	Proposed Budgeted ~~Salary~~ Allowance	Net Change

Position to be funded from one of the following:

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

[X] Other Chapter 59 - fund 1223

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)

This position is needed to assist with the high caseload of the Office of the Criminal District Attorney.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	01/03/17 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	1/19/2017 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/20/2017 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JAN 17 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM
(ALLOWANCES)

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	01/10/2017	**CURRENT POSITION TITLE:**	Criminal Investigator III
DEPARTMENT NAME:	District Attorney's Office	**CURRENT SLOT NO.:**	007-A165
DEPARTMENT NO.:	080	**REQUESTED POSITION TITLE:**	Criminal Investigator III

ALLOWANCE REQUEST: ***Type of Allowance***

- ☐ Longevity
- ☐ Supplemental
- ☐ Interpreter
- ☑ Auto
- ☐ Clothing

	Current Budgeted Amount	Proposed Budgeted Amount	Net Change
Allowance Amount:	$ 3,600.00	$ 0.00	-$ 3,600.00

TOTAL BUDGETARY IMPACT: -$ 3,600.00

POSITION/ALLOWANCE TO BE FUNDED FROM ONE OF THE FOLLOWING:

- ☐ Current Department Budget
- ☐ Salary Adjustment
- ☐ Annual Budget Cycle
- ☑ Other Chapter 59- HB65
- ☐ Will Require Additional Funds

POSITION TYPE:

- ☑ Full Time Regular Object Code 113
- ☐ Full Time Temporary Object Code 121
- ☐ Part Time Regular Object Code 114
- ☐ Part Time Temporary Object Code 122

CIVIL SERVICE:

- ☑ Exempt
- ☐ Non-Exempt

FLSA:

- ☐ Exempt
- ☑ Non- Exempt

JUSTIFICATION/PRIORITY: ***(Explain why this allowance request is essential)***

Changing funding source

COMMENTS: ***(Any comments you wish to make regarding this request, attach additional pages if needed)***

Department Head	Date 01/11/17
Department of Human Resources	Date 1/19/2017
Department of Budget & Management	Date 01/20/2017

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JAN 17 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM
(ALLOWANCES)

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	01/10/2017	**CURRENT POSITION TITLE:**	Criminal Investigator III
DEPARTMENT NAME:	District Attorney's Office	**CURRENT SLOT NO.:**	002-034
DEPARTMENT NO.:	080	**REQUESTED POSITION TITLE:**	Criminal Investigator III

ALLOWANCE REQUEST: ***Type of Allowance***

- ☐ Longevity
- ☐ Supplemental
- ☐ Interpreter
- ☑ Auto
- ☐ Clothing

Allowance Amount:	$ 0.00	$ 3,600.00	$ 3,600.00
	Current Budgeted Amount	Proposed Budgeted Amount	Net Change

TOTAL BUDGETARY IMPACT: $ 3,600.00

POSITION/ALLOWANCE TO BE FUNDED FROM ONE OF THE FOLLOWING:

- ☑ Current Department Budget
- ☐ Salary Adjustment
- ☐ Annual Budget Cycle
- ☐ Other
- ☐ Will Require Additional Funds

POSITION TYPE:

- ☑ Full Time Regular Object Code 113
- ☐ Full Time Temporary Object Code 121
- ☐ Part Time Regular Object Code 114
- ☐ Part Time Temporary Object Code 122

CIVIL SERVICE:

- ☑ Exempt
- ☐ Non-Exempt

FLSA:

- ☐ Exempt
- ☑ Non- Exempt

JUSTIFICATION/PRIORITY: ***(Explain why this allowance request is essential)***

Adding auto allowance / changing funding source

COMMENTS: ***(Any comments you wish to make regarding this request, attach additional pages if needed)***

Department Head	Date 01/11/17
Department of Human Resources	Date 1/19/2017
Department of Budget & Management	Date 01/20/2017

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JAN 17 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM
(ALLOWANCES)

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	01/10/2017	**CURRENT POSITION TITLE:**	Criminal Investigator II
DEPARTMENT NAME:	District Attorney's Office	**CURRENT SLOT NO.:**	002-099
DEPARTMENT NO.:	080	**REQUESTED POSITION TITLE:**	Criminal Investigator II

ALLOWANCE REQUEST: ***Type of Allowance***

- ☐ Longevity
- ☐ Supplemental
- ☐ Interpreter
- ☑ Auto
- ☐ Clothing

	Current Budgeted Amount	Proposed Budgeted Amount	Net Change
Allowance Amount:	$ 0.00	$ 3,600.00	$ 3,600.00

TOTAL BUDGETARY IMPACT: $ 3,600.00

POSITION/ALLOWANCE TO BE FUNDED FROM ONE OF THE FOLLOWING:

- ☑ Current Department Budget
- ☐ Salary Adjustment
- ☐ Annual Budget Cycle
- ☐ Other
- ☐ Will Require Additional Funds

POSITION TYPE:

- ☑ Full Time Regular Object Code 113
- ☐ Full Time Temporary Object Code 121
- ☐ Part Time Regular Object Code 114
- ☐ Part Time Temporary Object Code 122

CIVIL SERVICE:

- ☑ Exempt
- ☐ Non-Exempt

FLSA:

- ☐ Exempt
- ☑ Non- Exempt

JUSTIFICATION/PRIORITY: ***(Explain why this allowance request is essential)***

Adding auto allowance / changing funding source

COMMENTS: ***(Any comments you wish to make regarding this request, attach additional pages if needed)***

Department Head	Date 01/11/17
Department of Human Resources	Date 1/19/2017
Department of Budget & Management	Date 01/20/2017

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JAN 17 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM
(ALLOWANCES)

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	01/10/2017	**CURRENT POSITION TITLE:**	Criminal Investigator II
DEPARTMENT NAME:	District Attorney's Office	**CURRENT SLOT NO.:**	007-A166
DEPARTMENT NO.:	080	**REQUESTED POSITION TITLE:**	Criminal Investigator II

ALLOWANCE REQUEST: ***Type of Allowance***

- ☐ Longevity
- ☐ Supplemental
- ☐ Interpreter
- ☑ Auto
- ☐ Clothing

	Current Budgeted Amount	Proposed Budgeted Amount	Net Change
Allowance Amount:	$ 3,600.00	$ 0.00	-$ 3,600.00

TOTAL BUDGETARY IMPACT: -$ 3,600.00

POSITION/ALLOWANCE TO BE FUNDED FROM ONE OF THE FOLLOWING:

- ☐ Current Department Budget
- ☐ Salary Adjustment
- ☐ Annual Budget Cycle
- ☑ Other Chapter 59- HB65
- ☐ Will Require Additional Funds

POSITION TYPE:

- ☑ Full Time Regular Object Code 113
- ☐ Full Time Temporary Object Code 121
- ☐ Part Time Regular Object Code 114
- ☐ Part Time Temporary Object Code 122

CIVIL SERVICE:

- ☑ Exempt
- ☐ Non-Exempt

FLSA:

- ☐ Exempt
- ☑ Non- Exempt

JUSTIFICATION/PRIORITY: ***(Explain why this allowance request is essential)***

Changing funding source

COMMENTS: ***(Any comments you wish to make regarding this request, attach additional pages if needed)***

Department Head	Date 01/11/17
Department of Human Resources	Date 1/19/2017
Department of Budget & Management	Date 01/20/2017

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JAN 17 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM
(ALLOWANCES)

NOTE: COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.

DATE:	01/10/2017	**CURRENT POSITION TITLE:**	Assistant District Attorney III
DEPARTMENT NAME:	District Attorney's Office	**CURRENT SLOT NO.:**	002-010
DEPARTMENT NO.:	080	**REQUESTED POSITION TITLE:**	Assistant District Attorney III

ALLOWANCE REQUEST: *Type of Allowance*

- ☐ Longevity
- ☑ Supplemental
- ☐ Interpreter
- ☐ Auto
- ☐ Clothing

Allowance Amount:	$ 11,720.00	$ 0.00	-$ 11,720.00
	Current Budgeted Amount	Proposed Budgeted Amount	Net Change

TOTAL BUDGETARY IMPACT: -$ 11,720.00

POSITION/ALLOWANCE TO BE FUNDED FROM ONE OF THE FOLLOWING:

- ☐ Current Department Budget
- ☐ Salary Adjustment
- ☐ Annual Budget Cycle
- ☐ Will Require Additional Funds
- ☑ Other Domestic Violence Court Grant (1289)

POSITION TYPE:

- ☑ Full Time Regular Object Code 113
- ☐ Full Time Temporary Object Code 121
- ☐ Part Time Regular Object Code 114
- ☐ Part Time Temporary Object Code 122

CIVIL SERVICE:

- ☑ Exempt
- ☐ Non-Exempt

FLSA:

- ☑ Exempt
- ☐ Non- Exempt

JUSTIFICATION/PRIORITY: (*Explain why this allowance request is essential*)

Removing Supplemental Pay (Ref: AI 57291 CC approval 11/15/16) (Employee # 210170)

COMMENTS: (*Any comments you wish to make regarding this request, attach additional pages if needed*)

Department Head	Date 01/11/17
Department of Human Resources	Date 1/19/2017
Department of Budget & Management	Date 01/20/2017

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JAN 17 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM
(ALLOWANCES)

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	01/10/2017	**CURRENT POSITION TITLE:**	Assistant District Attorney II
DEPARTMENT NAME:	District Attorney's Office	**CURRENT SLOT NO.:**	002-047
DEPARTMENT NO.:	080	**REQUESTED POSITION TITLE:**	Assistant District Attorney II

ALLOWANCE REQUEST: ***Type of Allowance***

- ☐ Longevity
- ☑ Supplemental
- ☐ Interpreter
- ☐ Auto
- ☐ Clothing

Allowance Amount:	$ 0.00	$ 11,720.00	$ 11,720.00
	Current Budgeted Amount	Proposed Budgeted Amount	Net Change

TOTAL BUDGETARY IMPACT: $ 11,720.00

POSITION/ALLOWANCE TO BE FUNDED FROM ONE OF THE FOLLOWING:

- ☐ Current Department Budget
- ☐ Salary Adjustment
- ☐ Annual Budget Cycle
- ☑ Other Domestic Violence Court Grant (1289)
- ☐ Will Require Additional Funds

POSITION TYPE:

- ☑ Full Time Regular Object Code 113
- ☐ Full Time Temporary Object Code 121
- ☐ Part Time Regular Object Code 114
- ☐ Part Time Temporary Object Code 122

CIVIL SERVICE:

- ☑ Exempt
- ☐ Non-Exempt

FLSA:

- ☑ Exempt
- ☐ Non- Exempt

JUSTIFICATION/PRIORITY: ***(Explain why this allowance request is essential)***

The Domestic Violence Grant allocates funding for Personnel costs associated with one prosecutor or representative from the DA's Office who reviews cases and participates in the staffing of Domestic Violence cases. (Emp#212334)

COMMENTS: ***(Any comments you wish to make regarding this request, attach additional pages if needed)***

Department Head	Date 01/11/17
Department of Human Resources	Date 1/19/2017
Department of Budget & Management	Date 01/20/2017

AI-58195 **Human Resources** **10. E.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Rosie Cantu, DISTRICT ATTORNEY

Submitted By: Rosie Cantu, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney's Office Chapter 59/ HB65 (1223):

1. Discussion, consideration, and approval to create one (1) regular full-time Administrative Assistant II position, slot no.183, at $31,979.00.
2. Approval of appropriation of funds.
3. Approval to revise the salary schedule in accordance with commissioners court approval.

BACKGROUND

Fiscal Impact

Attachments

fiscal note
appropriation
PAR

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Rosie Cantu Started On: 01/20/2017 05:11 PM

Final Approval Date: 01/20/2017

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, January 24, 2017** **Agenda Item:** **58195**

Summary of request/proposal:
DA HB65 (1223): Approval of the following personnel actions, effective next full pay period 02/06/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	Administrative Assistant I	0183	113	0.00	31,979.00	31,979.00
				0.00	31,979.00	31,979.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1223-412-00-080-007-0-	113	DA INVESTIGATION HB65-	REG F/T EMPLOYEES	$28,904.10
7-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65-	HEALTH INSURANCE	$5,694.23
7-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65-	LIFE INSURANCE	$39.37
7-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65-	FICA	$2,211.16
7-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65-	RETIREMENT	$3,315.30
7-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65-	UNEMPLOYMENT COMP	$173.42
7-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65-	WORKER'S COMP	$31.79
			2017 Budgetary Impact	$40,369.37

2018 Budgetary Impact $44,663.99

Possible Funding Sources: **Appropriation of funds.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: January 24, 2017

2017
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **DA Investigation HB65**

ACCOUNT NUMBER: 7-1223-412-00-080-007-0-XXX

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

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
7-1223-412-00-080-007-0-	113	DA Investigation HB65-	Reg F/T Employees	28,904.10
7-1223-412-00-080-007-0-	211	DA Investigation HB65-	Health Insurance	5,694.23
7-1223-412-00-080-007-0-	212	DA Investigation HB65-	Life Insurance	39.37
7-1223-412-00-080-007-0-	220	DA Investigation HB65-	FICA	2,211.16
7-1223-412-00-080-007-0-	230	DA Investigation HB65-	Retirement	3,315.30
7-1223-412-00-080-007-0-	250	DA Investigation HB65-	Unemployment Comp	173.42
7-1223-412-00-080-007-0-	260	DA Investigation HB65-	Workers' Comp	31.79
			TOTAL BUDGET INCREASE (DECREASE)	**40,369.37**

REASON: To appropriate funding for the personnel actions requested by the DA's Office (AI-58195, CC 01/24/17). Monies to be taken from the unassigned fund balance for Fund 1223.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JAN 23 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 01/20/2017
DEPARTMENT NAME: District Attorney's Office
DEPARTMENT NO.: 080
CURRENT POSITION TITLE:
CURRENT SLOT NO.: 007- 183
REQUESTED POSITION TITLE: Administrative Assistant II

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

SALARY REQUEST:

$ 0.00	$ 31,979.00	$ 31,979.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:
☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other HB65 Chapter 59

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

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

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

This position is needed to assist with the high caseload of the Office of the Criminal District Attorney.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 01/20/2017
Department of Human Resources	Date 1/20/2017
Department of Budget & Management	Date 1/24/2017

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ADMINISTRATIVE ASSISTANT II

GENERAL DESCRIPTION

Employee performs routine administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under moderate supervision with limited latitude for the use of initiative and independent judgment and may train others.

EXAMPLES OF WORK PERFORMED

Prepares and disseminates information concerning agency programs and services

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

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries and interprets rules, regulations, policies, and procedures

Assists in the development of administrative or technical assistance policies and procedures

Assists in planning meetings and conferences

May assist in researching, composing, designing, or editing agency publications

May review and route mail

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years of experience in administrative support work in a governmental setting

Graduation from a high school or equivalent (GED)

Certification of completion from vocational training

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to implement administrative procedures

Ability to interpret rules, regulations, policies, and procedures

Ability to communicate effectively

Ability to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-58081 **Human Resources** **10. F.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

1.Sheriff's Office (1100):
A. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
B. Discussion, consideration and approval of the following personnel actions, effective next full pay period, 02/06/2017:

Action	Slot#	Dept/ Program	Position Title	Current Budgeted Allowance	Proposed Budgeted Allowance
Remove / Clothing Allowance	0219	280-001	Senior Deputy Sheriff Step II	$500.00	$0.00

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

2. Jail Commissary (2102):
A. Discussion, consideration and approval of the following personnel action, effective next full pay period, 02/06/2017:

Action	Slot#	Dept./ Program	Position Title	Budgeted Salary
Delete	0005	280-015	Clerk III	$26,958.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Cost Savings

FISCAL YEAR: 2017 **ACCT. #:** 7-2102-423-21-280-015-0-XXX

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

BUDGETARY IMPACT:

Cost Savings

Attachments

Fiscal Note

PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/20/2017 10:02 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Diana Munoz		Started On: 01/17/2017 04:48 PM
Final Approval Date: 01/20/2017		

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, January 24, 2017 Agenda Item: 58081

Summary of request/proposal:
Sheriff (1100)-
Approval of the following personnel actions, effective 02/06/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Senior Deputy Sheriff Step II	0219	119	500.00	0.00	(500.00)
				500.00	0.00	(500.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-421-00-280-001-0-	119	SHERIFF-	CLOTHING ALLOWANCE	($451.92)
7-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
7-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
7-1100-421-00-280-001-0-	220	SHERIFF-	FICA	($34.57)
7-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	($51.84)
7-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	($2.71)
7-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	($0.95)
			2017 Budgetary Impact	($541.99)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, January 24, 2017 Agenda Item: 58081

Summary of request/proposal:
Jail Commissary (2102)-
Approval of the following personnel actions, effective 02/06/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
2102	Clerk III	0005	113	26,958.00	0.00	(26,958.00)
				26,958.00	0.00	(26,958.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-2102-423-21-280-015-0-	113	JAIL COMMISSARY-	REGULAR FULL TIME	($24,365.88)
7-2102-423-21-280-015-0-	211	JAIL COMMISSARY-	HEALTH INSURANCE	($5,694.23)
7-2102-423-21-280-015-0-	212	JAIL COMMISSARY-	LIFE INSURANCE	($39.37)
7-2102-423-21-280-015-0-	220	JAIL COMMISSARY-	FICA	($1,863.99)
7-2102-423-21-280-015-0-	230	JAIL COMMISSARY-	RETIREMENT	($2,794.77)
7-2102-423-21-280-015-0-	250	JAIL COMMISSARY-	UNEMPLOYMENT COMP	($146.20)
7-2102-423-21-280-015-0-	260	JAIL COMMISSARY-	WORKER'S COMP	($51.17)
			2017 Budgetary Impact	($34,955.61)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED JAN 13 2017 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280 - 001) **DATE:** 1-12-2017

CURRENT POSITION TITLE: ~~SR.~~ DEPUTY SHERIFF STEP II (PR Senior) **CURRENT SLOT. #:** 001-219

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Deleting Clothing allowance

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

POSITION SALARY REQUEST:

Salary Amount: $ $500.00 (Allowance) Current Budgeted ~~Salary~~ (PR) $ 0 Proposed Budgeted ~~Salary~~ Allowance $ ($500.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

Removing clothing allowance.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 1-13-17	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 1/19/2019	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/20/17	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 13 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-015) Jail Commissary **DATE:** 1-12-2017

CURRENT POSITION TITLE: CLERK III **CURRENT SLOT. #:** 015-005

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: $ 26,958.00 (Current Budgeted Salary) $ Ø (Proposed Budgeted Salary) $ ($26,958.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other _____

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

Positions 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	DATE 1-13-17	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 1/19/2017	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/20/17	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-58123 **Human Resources** **10. G.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

CCL#8 (1100):
Approval of clarification to agenda item# 57725, item no. 3 to correct the effective date to assign employee #212300 to Slot #0008 from 01/01/2017 to 12/13/2016.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/20/2017 08:45 AM
Human Resources	Diana Munoz	01/20/2017 01:25 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Diana Munoz		Started On: 01/19/2017 11:46 AM
Final Approval Date: 01/20/2017		

AI-58073 **Health & Human Services Dept.** **11. A.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit grant renewal application for the Infectious Disease Control program in the amount of $290,780.00 with authority for County Judge to sign documents. The contract period will run from September 1, 2017 to August 31, 2019.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1293-441-XX-340-060-X-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

Notice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	01/17/2017 05:23 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Mike Escaname		Started On: 01/17/2017 11:42 AM
Final Approval Date: 01/20/2017		

Mike Escaname

From: Clark,Sandy (DSHS) <Sandy.Clark@dshs.state.tx.us>
Sent: Monday, January 09, 2017 9:18 AM
To: 'eddie.olivarez@hchd.org'; Mike Escaname (miguel.escaname@hchd.org)
Cc: Bastis,David (DSHS); Garza,Eric (DSHS)
Subject: Contractor Application Packet - IDCU/SUR - FY2018-FY2019 - Hidalgo County
Attachments: Contractor Information Form.doc; DSHSCostsOnlyBudgetTemplate052011.xls; DSHSCostsOnlyBudgetInstructions052011.xls

Dear Contractor:

The Health and Human Services (HSS) System is dedicated to improving the health, safety, and well-being of Texans. This mission is fulfilled through key contracting partnerships with various entities throughout the State of Texas. In an effort to enhance our contracting endeavors, HHS System staff will begin the process of distributing contract documents within the next few months. This effort will ensure that contracts are in place timely for efficient service delivery.

The Department of State Health Services, Emerging and Acute Infectious Diseases Branch Program is initiating the IDCU/SUR contract application process for this infectious disease surveillance contract. The budgets from both contracts that have the Program ID's of IDCU/SUREB and IDCU/SUR have been combined into one contract using the Program ID of IDCU/SUR. You will not have a contract with the Program ID of IDCU/SUREB. The beginning date for the IDCU/SUR contract will be September 1, 2017 and extend through August 31, 2019. The IDCU/SUR contract will have a 2-year contract term.

The award for this 2-year project is $290,780. The available funds for FY18 expenditures will be $145,390 and the available funds for FY19 expenditures will be $145,390. Two (2) full time Epidemiologists will be funded on this contract.

When you receive the IDCU/SUR contract documents for the upcoming state fiscal year, please review, complete the related documents, sign the contract, and return the documents by the deadline requested. If you receive a contract via DocuSign, please submit electronically by the requested due date. As the contract documents are reviewed, please note that services should begin September 1, 2017 and upon official notification of the 2018-2019 final legislative appropriations, if necessary, DSHS will adjust the contract award accordingly.

Attached is the budget template and another file which includes instructions on how to complete the budget. **Please complete the Budget to reflect the total $290,780 DSHS award amount.** Please include on the budget the personnel and fringe for the two (2) Epidemiologists and the travel to attend the required EPI workshop in Austin for both years of the contract. Please return your completed budget to me by close of business January 20th, 2017. Due to our tight timeline, please submit the budget before the deadline, if possible.

I have also included a contractor information form for you to fill out and return to me. It is not necessary that the form is signed at the bottom, but please list the authorized representative.

If you have any questions or have concerns regarding the contract renewal process, please contact me at sandy.clark@dshs.state.tx.us or 512-776-2264.

Thanks,

Sandy Clark, CTCM

Contract Manager
DCP/RLH Contract Management Unit
Division for Disease Control and Prevention
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714-9347

Phone: 512-776-2264
Fax: 512-776-7391
Email: sandy.clark@dshs.state.tx.us

AI-57925 **Health & Human Services Dept.** **11. B.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to pay for out of county travel and other out of pocket expenses for Kevin Nolting, dba Nolting Consulting LLC. as per the Consulting Services Contract. (Travel for RHP 5 Learning Collaborative, February 15, 2017.) Total expenditures are estimated at $500.00.

BACKGROUND

See attached consulting services contract document and estimated travel costs.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-444-00-240-005-0-585

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

BUDGETARY IMPACT:

Attachments

estimate
ORIGINAL CONTRACT
AI 54882 2ND AMENDMENT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/05/2017 09:24 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Dairen Sarmiento		Started On: 01/05/2017 08:37 AM
Final Approval Date: 01/20/2017		

Dairen Sarmiento

From: Ricardo Salinas <ricardo.salinas@hchd.org>
Sent: Thursday, January 05, 2017 8:08 AM
To: Dairen Sarmiento
Cc: lourdes.acevedo@hchd.org
Subject: FW: Estimated Travel Costs

Dairen,

Below, please find the travel cost estimate for Kevin Nolting.

Rick

From: Kevin Nolting [mailto:knolting@noltingconsulting.com]
Sent: Wednesday, January 04, 2017 7:12 PM
To: Ricardo Salinas
Cc: Cheryl Nolting
Subject: Estimated Travel Costs

Please accept the following travel cost estimate for the February 15th Learning Collaborative.

Air - $237.87
Hotel - $89.50
Rent Car - $63.35
Gas - $20.00 (est.)
Meals (4) – $50.00

Total - $460.72

Please let me know if you have any questions.

Req#00252166
NIGP#91858

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSULTING SERVICES CONTRACT
FOR THE MEDICAID 1115 WAIVER TEXAS HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT PROGRAM

THIS Agreement, made and entered into this 11th day of February, 2014 by and between **HIDALGO COUNTY, TEXAS** (the "County") and **Kevin Nolting dba Nolting Consulting LLC**, (the "Consultant") and confirms that the County has chosen the Consultant to assist and support Hidalgo County with its Anchor Duties and help coordinate with the Regional Healthcare Partnership (RHP) participants and Texas Health & Human Services Commission (HHSC) pertaining to the RHP Plan.

ENGAGEMENT & SCOPE OF SERVICES

Hidalgo County is serving as the "Anchor" for Region 5 in the development and coordination of the Regional Health Plan required by the Medicaid 1115 Waiver. Consultant will work closely with the County and its designated representative and staff. As the Anchor, Consultant and the County will need to work closely with the region's performing providers and rely on their input as well as to compile the necessary information required by HHSC and/or the Center for Medicare and Medicaid (CMS).

The Consultant will support the Anchor by:

1. Assisting with interactions with HHSC in responding to CMS on RHP 5 questions and issues;
2. Coordinating, screening, and assisting in obtaining answers from HHSC on issues that arise relating to RHP 5;
3. Providing policy updates to Anchor and regional stakeholders as directed by protocols and new interpretations made by HHSC and/or CMS;
4. Assisting Anchor in reviewing information provided by HHSC related to requested Intergovernmental Transfers (IGT) processing and communicating that information to performing providers who are eligible for waiver reimbursements;
5. Assisting Anchor staff with all Regional Learning Collaborative activities (as needed) including documentation and reporting;
6. Assist Anchor staff in compiling and submitting annual required reporting; and
7. Other Anchor support functions mutually agreed upon.

COMMUNICATION WIH THE COUNTY

Consultant will make himself available to the County for discussion regarding services provided under this agreement at reasonable times, and at the request of the County.

EXPENSES

Consultant's fee for these professional services will be a flat fee of $7,500.00 (Seven Thousand Five Hundred Dollars) per month. Any out-of town travel and other out-of-pocket expenses will require prior written approval by the County and will be according to Hidalgo County's travel policies. The County will be responsible for only the fees directly related to the time spent on the preparation and writing of Region 5's Regional Healthcare Partnership (RHP) Plan and will bear expenses for general research and preparation on a pro rata basis with any other Clients of Consultant. Consultant will provide County with an itemized billing statement each month detailing services rendered.

TERM

The term of this engagement will commence upon the execution of this agreement and terminate on September 30, 2016. The parties agree that Consultant shall use its best efforts to conclude its work in a timely manner, and the County agrees to use its best effort to provide the information requested in a timely manner. Either party may terminate this agreement with or without cause by giving 60 days written notice to the other party. If the agreement is terminated by the Consultant before the termination date all research and work product regarding the County's plan will be turned over to the County and the County will be reimbursed for half the fees billed up to the date of the termination notice. If the County terminated the agreement before the termination date the Consultant will be paid for the services billed and payable up to the notice of termination and any work done by Consultant after the notice will require prior written approval by the County.

INSURANCE COVERAGE

At all times during the term of this Agreement, Consultant shall maintain insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured and shall furnish to County certificates of such insurance coverage.

INDEMNIFICATION

The Consultant shall indemnify and hold County, its affiliated entities, and their respective directors, officers, employees, agents, and representatives, harmless from and against any and all claims, actions, liabilities, damages and expenses (including but not limited to costs of judgments, settlements, court costs, and attorney's fees, regardless of the outcome of such claim or action) arising out of, caused by, resulting from, or alleged negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this agreement, whether such act, omission, or failure was the indemnifying party's or that of any person providing services hereunder through or for the Consultant. Upon written notice from the County, the Consultant will defend and indemnify, by counsel reasonably satisfactory to County, any such claim or action. The Consultant will carry proper insurance identifying the County as a named additional insured.

NOTICES

Notices provided herein shall be delivered to:

If to County: Ramon Garcia, Hidalgo County Judge
302 West University Drive
Edinburg, Texas 78539

If to Consultant: Kevin Nolting, Consultant
10812 Wintergreen HL
Austin, Texas 78750-3452

LAW

The Interpretation and enforcement of this agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

COMMITMENT OF CURRENT REVENUES

In the event that, during any term hereof, the County does not appropriate sufficient funds to meet its obligations under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. The County agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

SERVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

ASSIGNABILITY

The Consultant may not assign Consultant's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Consultant.

AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the County and the Consultant.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof.

NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

VARIATIONS OF PRONOUNS

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.

AUTHORIZATION FOR AGREEMENT

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

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

CONSULTANT:

_____
Kevin Nolting dba Nolting Consulting, LLC

ATTESTED:

_____
Arturo Guajardo, Jr. County Clerk

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

APPROVED AS TO FORM:

Office of Criminal District Attorney
Rene Guerra
By: _____
Michael L. Garza
Assistant District Attorney

APPROVED by Commissioners Court on:

_____

PROFILE

Kevin Nolting, Nolting Consulting LLC.

Healthcare Reimbursement Consultant

Mr. Nolting graduated from Angelo State University with a Bachelor's of Business Administration Degree and received his Masters of Business Administration Degree from the University of North Texas. Mr. Nolting worked for the Texas Department of Mental Health and Mental Retardation from 1987 to 2004. He began his TDMHMR career as an accountant at the Big Spring State Hospital. He transferred to the Denton State School as Chief Accountant and was promoted to the Director of Fiscal Services. Mr. Nolting was hired as the Director of State Facilities Financial Services at TDMHMR Central Office in Austin in 1996 and was promoted to Budget Director for the agency in 2002 and ultimately served as its Chief Financial Officer when the agency was dissolved in 2005.

Mr. Nolting served as Director of Budget and Data Management from 2005 to 2007 at the newly created Department of Aging and Disability Services. In 2007, Mr. Nolting was hired to be the Director of Hospital Reimbursement at the Texas Health and Human Services Commission (HHSC).

Mr. Nolting was responsible for the development and oversight of Medicaid reimbursement programs for various hospital-based and clinic-based services whose combined payments equaled approximately $7 billion per year. These programs included hospital inpatient and outpatient services, Disproportionate Share Hospital Program, Upper Payment Limit Supplemental Payment Program, Graduate Medical Education Program and the 1115 Transformation Waiver. He was responsible for the development and oversight of the administrative rules and Medicaid State Plan for these programs. He worked closely with Texas Hospital Associations as well as individual hospitals related to Medicaid hospital policy initiatives and interpretations. He was also responsible for providing technical assistance, guidance, information and support to HHSC staff and board members; Legislative Budget Board; Governor's Budget Office; other state agencies and external organizations related to hospital reimbursement.

Mr. Nolting retired from state government in 2012 and is currently providing consultative services related to governmental reimbursement programs for a variety of healthcare organizations, associations and related entities. He is currently under contract and provides consultative services to the Anchor in Regions 9, 14 and 20.

Brief Summary of the 1115 Waiver

In December 2011, Texas received federal approval of an 1115 waiver that would preserve Upper Payment Limit (UPL) funding under a new methodology, but allow for managed care expansion to additional areas of the state.

The purpose of the 1115 Healthcare Transformation waiver, supplemental payment funding, managed care savings, and negotiated funding will go into two statewide pools now worth $29 billion (all funds) over five years. Funding from the pools will be distributed to hospitals and other providers to support the following objectives: (1) an uncompensated care (UC) pool to reimburse for uncompensated care costs as reported in the annual waiver application/UC cost report; and (2) a Delivery System Reform Incentive Payment (DSRIP) pool to incentivize hospitals and other providers to transform their service delivery practices to improve quality, health status, patient experience, coordination, and cost-effectiveness.

Uncompensated Care Pool Payments are designed to help offset the costs of uncompensated care provided by the hospital or other providers.

DSRIP Pool Payments are incentive payments to hospitals and other providers that develop programs or strategies to enhance access to health care, increase the quality of care, the cost-effectiveness of care provided and the health of the patients and families served.

Under the transformation waiver, eligibility to get Uncompensated Care or DSRIP payments will require participation in a regional healthcare partnership. Within a partnership, participants include governmental entities providing public funds known as intergovernmental transfers (IGT), Medicaid providers and other stakeholders. Participants will develop a regional plan identifying partners, community needs, the proposed projects, and funding distribution. Each partnership must have one anchoring entity, which acts as a primary point of contact for HHSC in the region and is responsible for seeking regional stakeholder engagement and coordinating development of a regional plan.

Scope of Services

Scope of Work to support Anchor:

1. Assist Anchor with interactions with HHSC by assisting in responding to CMS on RHP 5 questions and issues.

2. Coordinate, screen, and assist in obtaining answers from HHSC on issues that arise relating to RHP 5.

3. Provide policy updates to Anchor and Regional stakeholders as directed as protocols and new interpretations are made by HHSC and/or CMS.

4. Assist Anchor in assessing IGT timing with performing provider reporting to claim DSRIP waiver reimbursement.

5. Assist Anchor staff with all Regional Learning Collaborative activities (as needed) including and documentation and reporting.

6. Assist Anchor staff in compiling and submitting annual required reporting.

7. Other Anchor support functions mutually agreed.

Proposal

RHP 5 shall pay Consultant a flat fee each month of $7,500 (FIVE THOUSAND DOLLARS). Consultant shall submit a monthly invoice to RHP 5 for obtaining the monthly fee. RHP 5 will pay Consultant within thirty (30) days of receipt of invoice. RHP 5 shall reimburse Consultant for all authorized travel and for other reasonable out-of-pocket expenses incurred as a result of specifically requested services.

Either party may terminate this agreement with Sixty (60) days prior written notice for any reason.

AI-54882

Purchasing Department
20. E. 1.

CC - REGULAR

Meeting Date:	06/20/2016
Submitted For:	Letty Saenz, PURCHASING DEPT.
Submitted By:	Marty Salazar, PURCHASING DEPT.
Department:	PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Second Amendment [subject to legal counsel review] to current Contract #C-14-988-02-11 for the provision of professional services in connection with the "Medicaid 1115 Waiver Texas Health Transformation and Quality Improvement Program" with Ken Nolting, dba, Nolting Consulting Services due to the State of Texas' extension of the 1115 Waiver Program through 2017 [and as permitted under the terms of the agreement] with compliance with HB23 or HB1295 when and if applicable.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

LPTF - Partial funding source is 6-1258-444-00-240-006-3-843
General Fund - Partial funding source is 6-1100-444-00-240-004-0-843

Attachments

amendment

email

HB1295

email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/16/2016 03:18 PM

Budget & Management	Veronica Ortiz	06/16/2016 03:19 PM
Glinda Pacheco	Glinda Pacheco	06/16/2016 04:31 PM
Final Approval	Monica Badillo	06/16/2016 05:40 PM

Form Started By: Marty Salazar Started On: 06/02/2016 12:08 PM

Final Approval Date: 06/16/2016

AI-58136 **Community Service Agency** **12. A.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Requesting approval of the FY 2017 Community Services Block Grant Program (CSBG) Contract #61170002636 with Texas Department of Housing and Community Affairs and authority for Jaime Longoria, Director to electronically sign documents

BACKGROUND

Fiscal Impact

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/19/2017 03:51 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Monica Badillo Started On: 01/19/2017 03:26 PM

Final Approval Date: 01/20/2017

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **61170002636** FOR THE
FY 2017 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: G-17-BI-TX- COSR
Award Year (Year of Award from HHS to TDHCA): 2017
Unique Entity Identifier Number: 161811138

SECTION 1. PARTIES TO THE CONTRACT

This 2017 Community Services Block Grant Program Contract Number **61170002636** ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, ("Department") and **Hidalgo County, Texas-County of Hidalgo Community Service Agency** a political subdivision of the State of Texas ("Subrecipient") hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **January 01, 2017**, and, unless earlier terminated, shall end on **December 31, 2017** ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE AND SERVICE AREA

A. Pursuant to Chapter 106 of the Community Services Block Grant Act (42 U.S.C. §9901 et seq.) ("CSBG Act"), as amended by the "Community Services Block Grant Amendments of 1994" (Public Law 103-252) and the Coats Human Services Reauthorization Act of 1998 (Public Law 105-285); Chapters 2105 and 2306 of the Texas Government Code ("State Act"); the implementing State regulations under Title 10, Part 1, Chapter 1, Chapter 2, and Chapter 6, Subchapters A and B of the Texas Administrative Code, as amended or supplemented from time to time ("CSBG State Rules"); and the Department's guidance related to CSBG. Subrecipient further agrees to comply with the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements attached hereto as Addendum A ("Addendum A"), Certification Regarding Drug-Free Workplace Requirements attached hereto as Addendum B ("Addendum B"), Certification Regarding Environmental Tobacco Smoke ("Addendum C"), Certification Regarding Debarment, Suspension and Other Responsibility Matter ("Addendum D"); the assurances, certifications, and all other statements made by Subrecipient in its application for funding under this Contract; and with all other terms, provisions, and requirements herein set forth.

B. Subrecipient shall operate on an equitable basis throughout Subrecipient's service area and shall utilize funds for the reduction of poverty, the revitalization of communities, and the empowerment of low-income families and individuals to become fully self-sufficient. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §§9901, 9907 excluding subsection (c), and 9908.

C. Subrecipient agrees to perform all activities in accordance with the annual community action plan in accordance with Section 34 of this Contract; the terms of the performance statement and budget submitted with the annual community action plan approved by the Department as said performance statement and budget may be amended from time to time.

D. Subrecipient's service area consists of the following counties:

HIDALGO

E. Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment, or which Department determines has not been spent strictly in accordance with the terms of this Contract. Subrecipient shall make such refund within fifteen (15) days after the Department's request.

SECTION 4. DEPARTMENT OBLIGATIONS

A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient during the Contract Term in an amount up to **$421,803.00** in accordance with the budget as approved by the Department and the terms of this Contract.

B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole but reasonable discretion based upon the status of funding under grants to Department and Subrecipient's overall compliance with the terms of this Contract.

C. Department's obligations under this Contract are contingent upon the actual receipt and availability by the Department of adequate 2017 CSBG funds from the U.S. Department of Health and Human Services ("HHS") and the State of Texas. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

D. Department shall not be liable to Subrecipient for certain costs, including but not limited to costs which:

1. have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Department;
2. are not allowable costs, as set forth in the CSBG Act;
3. are not strictly in accordance with the terms of this Contract, including the addendums and exhibits;
4. have not been reported to Department within forty-five (45) days following termination of this Contract; or
5. are not incurred during the Contract Term.

E. Department shall not release any funds under this Contract until Department has determined in writing that Subrecipient's fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for such funds.

F. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the CSBG Act.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Subrecipients may request an advance for up to thirty (30) days. Subrecipient's request for cash advance shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.

B. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure report to Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, together with such supporting documentation as the Department may reasonably request.

C. Subrecipient shall establish procedures to minimize the time between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.

D. Section 4(A) of this Contract notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if at any time (1) Department maintains cash balances in excess of need or requests advance payments in excess of thirty (30) days need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, (3) Subrecipient owes the Department funds, or (4) Subrecipient violates any terms of this Contract.

E. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population of Subrecipient's service area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the CSBG contract for a period not to exceed forty-five (45) days from the end of the Contract Term.

SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS

A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the state Uniform Grant Management Standards, 34 TAC §20.421 in effect on the effective date of this Contract ("UGMS"), except as preempted by Cost Principles of Subpart E of 2 CFR Part 200 which apply to subrecipients of Community Services Block Grant funds pursuant to 42 U.S.C. 9916(a)(1)(B). All references in UGMS to "local government" shall be construed to mean Subrecipient.

B. Subrecipient has a federally approved indirect cost rate of **0.00%**.

C. Audit requirements are set forth in the Texas Single Audit Act and Subpart F of 2 CFR Part 200. The expenditure threshold requiring an audit is $750,000 of Federal funds.

D. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

E. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

F. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 7. TERMINATION AND SUSPENSION

A. TERMINATION. As per 10 TAC §§2.202 and 2.203, Department may terminate or suspend this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of this Contract.

B. SUSPENSION. Nothing in this Section 7 shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review.

C. LIABILITY. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

D. WITHHOLDING OF PAYMENTS. Notwithstanding any exercise by Department of its right of deobligation, termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between the Parties.

SECTION 8. PROHIBITED USE OF FUNDS

Subrecipient may not use funds under this Contract for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility. This provision may be waived in the Department's sole discretion as outlined in 42 U.S.C. §9918(a)(2).

SECTION 9. RECORD KEEPING REQUIREMENTS

A. GENERAL. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS and Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, _.42. For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations.

B. OPEN RECORDS. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

C. ACCESS TO RECORDS. Subrecipient shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection C.

D. RECORD RETENTION. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) the time period described in the state Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C -Post Award Requirements, §_.42; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.

E. EXCEPTIONS. Exceptions to the record retention periods outlined above include; (i) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (ii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iii) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection E. Upon termination of this Contract, all records are property of the Department.

F. SUBCONTRACTS. Subrecipient shall include the substance of this Section 9 in all subcontracts.

SECTION 10. REPORTING REQUIREMENTS

A. Subrecipient shall submit to Department such reports on the performance of this Contract as may be required by Department including, but not limited to, the reports specified in this Section.

B. By the 15th of each month, Subrecipient shall electronically submit a Performance Report and Expenditure Report to the Department regardless of whether Subrecipient makes a fund request. Subrecipient must file a monthly Performance and Expenditure report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review in accordance with the State CSBG Rules.

C. Subrecipient shall submit a final Performance Report and a final Expenditure Report to the Department after the end of the Contract Term. Subrecipient must file a final Performance and Expenditure report within forty-five (45) days after the end of the Contract Term prior to accessing funds in the subsequent fiscal year. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall impact the ability of Subrecipient to request reimbursements and shall be identified as findings in monitoring reviews.

D. Subrecipient shall annually submit to Department, no later than forty five (45) days after the termination of this Contract, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this or previous CSBG contracts. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving CSBG funds from the Department.

E. If Subrecipient fails to submit within forty-five (45) days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the Contract. If Subrecipient receives CSBG funds from Department over two or more contract terms, termination proceedings may be initiated on this Contract for Subrecipient's failure to submit a report, including an audit report, past due from a prior contract.

F. Subrecipient shall provide the Department with a Data Universal Numbering System ("DUNS") number and a Central Contractor Registration ("CCR") System number to be used as the Unique Entity Identifier Number on all contracts and agreements. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the https://www.sam.gov website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. CHANGES AND AMENDMENTS

A. Any change, addition, or deletion to the terms of this Contract required by a change in state or federal law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulations without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Subsection A of Section 11 may be further evidenced in a written amendment.

B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

C. The Department must receive any Contract amendment requests in writing no later than sixty (60) days prior to the end of the Contract Term.

SECTION 12. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the state Uniform Grant Management Standards, more specifically Chapter III, "State Uniform Administrative Requirements For Grants and Cooperative Agreements", Subpart C - Post-Award Requirements--Financial Administration, §_.25, Program Income, and 2 CFR §200.80.

SECTION 13. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and efficacy of Subrecipient's performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department may conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, suspend or terminate this Contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal or state law or regulation or by the terms of this Contract.

SECTION 14. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor.

SECTION 15. PROCUREMENT STANDARDS

A. Subrecipient shall comply with UGMS and 10 TAC §1.404, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.

B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

C. When the Subrecipient no longer needs equipment purchased with CSBG grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CSBG grant funds.

SECTION 16. SUBCONTRACTS

A. Subrecipient may not subcontract the primary performance of this Contract, , including but not limited to expenditure and performance reporting and drawing fund through the Community Affairs Contract System, and only may enter into contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 13 of this Contract.

B. In no event shall any provision of this Section 16, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section 16 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 16 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 17. TRAVEL

Subrecipient shall adhere to 2 CFR §200.474 and either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code ``Travel and Subsistence Expenses; Mileage Allowances), or the State of Texas travel policies under Section 1.408 of the CSBG State Rules. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

SECTION 18. LITIGATION AND CLAIMS

Subrecipient shall immediately provide Department with written notice of any claim or action filed with a court or administrative agency against Subrecipient arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall provide Department with copies of any and all relevant papers Subrecipient receives with respect to such action or claim.

SECTION 19. LEGAL AUTHORITY

A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.

B. B.The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.

C. B.Department shall have the right to terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 19.

D. B.Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

SECTION 20. COMPLIANCE WITH LAWS

A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the CSBG Act, the federal rules and regulations promulgated under the CSBG Act, the State Act, the State CSBG Rules, the certifications attached hereto, and all federal, state, and local laws and regulations applicable to the performance of this Contract.

B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract and Addendum B that it is implementing the Drug-Free Workplace Act of 1988.

C. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

D. PROTECTED HEALTH INFORMATION. If Subrecipient collects or receives documentation for disability, medical records or any other medical information in the course of administering the CSBG program, Subrecipient shall comply with the Protected Health Information state and federal laws and regulations, as applicable, under 10 TAC §1.24, Chapter 181 of the Texas Health and Safety Code, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) the HIPAA Privacy Rules (45 CFR Part 160 and Subparts A and E of 45 CFR Part 164).

SECTION 21. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.

C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 22. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a (f), Subrecipient shall repay the public subsidy with interest, at the rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

SECTION 23. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 24. POLITICAL ACTIVITY PROHIBITED

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.

SECTION 25. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. A person shall not be excluded from 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 made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.

B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

C. Subrecipients shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipients are also required to provide reasonable accommodations for persons with disabilities.

D. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36.

E. Subrecipient will include the substance of Section 25 in all subcontracts.

SECTION 26. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Administrator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 27. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source or in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this Contract never been executed.

SECTION 28. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not included in the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA") as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum D and incorporated herein for all relevant purposes. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management ("SAM") at www.sam.gov and including a copy of the results in its project files. Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors. Subrecipient may rely upon a certification of a prospective subcontractor that is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department's determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts," as set out in Addendum D, without modification, and this language under this Section 28, in all its subcontracts.

SECTION 29. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or explicitly religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the U. S. Department of Health and Human Services ("HHS") at 45 CFR Part 87.

SECTION 30. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. If copyrighted materials are developed in the under this Contract, the Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 31. NO WAIVER

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 32. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or an administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 33. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.

B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:

1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
3. Addendum C - Certification Regarding Environmental Tobacco Smoke
4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters

SECTION 34. COMMUNITY ACTION PLAN

A. As a condition of receipt of funding under the Act, Subrecipient shall submit by October 1st, 2017 to the Department a community action plan including National Performance Indicators ("NPI") for 2018 funding that includes:

1. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;
2. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
3. a description of how funding under this Act will be coordinated with other public and private resources; and,
4. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

B. To retain eligible entity status, Subrecipient will submit every three (3) years a community needs assessment to the Department on or before June 1st of every third (3rd) year.

C. Subrecipient must attain previously identified 2017 NPI targets within 20 percent variance by the end of the Contract Term. Subrecipient must request in writing any adjustment needed to a NPI target to the Department for review and approval no later than August 31, 2017.

SECTION 35. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 36. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and

B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 37. ALTERNATIVE DISPUTE RESOLUTION

In accordance with Section 2306.082 of the Texas Government Code, it is the Department's policy to encourage the use of appropriate alternative dispute resolution procedures ("ADR") under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006 respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving the Department and the use of negotiated rulemaking procedures for the adoption of Department rules. As described in Chapter 154, Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by Department's ex parte communications policy, Department encourages informal communications between Department staff and the Subrecipient, to exchange information and informally resolve disputes. Department also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Subrecipient would like to engage Department in an ADR procedure, the Subrecipient may send a proposal to Department's Dispute Resolution Coordinator. For additional information on Department's ADR policy, see Department's Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC Section 1.17.

SECTION 38. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 39. COUNTERPARTS AND FACSIMILE SIGNATURES

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. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 40. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 41. NOTICE

A. If a notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young, Director of Community Affairs
Telephone: (512) 475-2125
Fax: (512) 475-3935
michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

Hidalgo County, Texas-County of Hidalgo Community Service Agency
PO Box 204
Edinburg, TX 78540
Attention: Jaime Longoria, Executive Director
Telephone: (956) 383-6250 Fax: (956) 380-4324 Email: jaime.longoria@co.hidalgo.tx.us

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 41.

SECTION 42. VENUE AND JURISDICTION

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

SECTION 43. APPEALS PROCESS

Subrecipient must establish a denial of service complaint procedure for individuals whose application for service or assistance is denied, terminated or not acted upon in a timely manner in accordance with Section 6.8 the CSBG State Rules.

EXECUTED to be effective on **January 01, 2017**

SUBRECIPIENT:

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **61170002636** FOR THE
FY 2017 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

ADDENDUM A

CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of its 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 officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is material representation of fact on 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.

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of its knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **61170002636** FOR THE
FY 2017 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

ADDENDUM B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about-
(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

Hidalgo County, Texas-County of Hidalgo Community Service Agency
2524 N Closner Blvd
Edinburg, TX 785416502

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

SUBRECIPIENT:

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **61170002636** FOR THE
FY 2017 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

ADDENDUM C

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The undersigned certifies to the following:

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **61170002636** FOR THE
FY 2017 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

ADDENDUM D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subgrants, subcontracts and in all solicitations for subgrants and subcontracts:

"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LOWER TIER PARTICIPANT/SUBCONTRACTOR:

_____
[Signature]
Printed Name: _____
Title: _____
Date: _____"

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, the Department may terminate this Contract for cause or default.

SUBRECIPIENT:

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

AI-58185 **Urban County** **13. A.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Subject to HB 1295 Compliance, requesting consideration and action to award and enter into a construction contract with 2GS, LLC dba Earthworks Enterprise in the amount of $184,171.00 (base bid). UCP Fiscal Years 26 & 27 (2013 - 2014) City of Edcouch Street Improvement funds will be utilized.

BACKGROUND

The Urban County Program has requested and received bids for the City of Edcouch – Amended Street Improvements project. Fulcrum Consulting Services prepared the specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on January 4, 2017. A total of seven (7) bids were received and after review, the project engineer recommended the second lowest qualified bidder 2GS, LLC dba Earthworks Enterprise. In addition, items were eliminated from this bid as it was deemed necessary to accommodate budgetary constraints. (See attached recommendation letter from the project engineer, bid tabulation sheet, contract, certificate of liability insurance and HB 1295 form).

Contractor: **2GS, LLC dba Earthworks Enterprise**
Contract Amount: **$184,171.00**

Funds Available: $ 32,668.74 FY 26 (2013) Street Improvements
$156,328.63 FY 27 (2013) Street Improvements
Total: $188,997.37

Fiscal Impact

Attachments

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/20/2017 04:16 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Olga Lerma Started On: 01/20/2017 04:03 PM

Final Approval Date: 01/20/2017

FULCRUM
CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS

January 17, 2017

Mr. Virginio Gonzalez, Jr., Mayor
City of Edcouch
P.O. Box 100
Edcouch, Texas 77538

RE: City of Edcouch – 2013-2014 Amended Street Improvements Project
5013-20-0311-5000-2000-UCP-ML
Earthworks Enterprises – Letter of Recommendation

Dear Mayor Gonzalez:

On Wednesday January 4, 2017 bids were received and opened for the City of Edcouch, 2013-2014 Amended Street Improvements Project Hidalgo Urban County Project No. 5013-20-0311-5000-2000-UCP-ML. Seven (7) bids were received and opened by the Hidalgo Urban County Purchasing Department. The apparent low bidder, GNH Company LLC, listed a total base bid of $267,099.80, an alternate bid totaling $20,942.40 for a total bid of $288,042.20 but did not contain an acknowledgement of addendums 1 and 2 and as a result was thus disqualified.

The bid page submitted by Earthworks Enterprise, the second low bid, listed a total base bid of $289,652.00 an alternate bid totaling $45,079.00 for a total bid of $334,731.00.

A review of the bid schedule for Earthworks Enterprises revealed no mathematical errors. The $289,652.00 base bid provided by the contractor exceeded the funds available by $100,654.63. With the assistance of the City, our office has indicated on the attached bid schedule and map which bid items are to be removed from the scope of work and which work is to remain. Using bid prices provided by Earthworks Enterprises the revised scope of work totals to $184,171.00.

Our engineering firm has completed the necessary investigations concerning the contractor providing the bid for the above reference project. Mr. Humberto Garcia, Member of Earthworks Enterprises has completed other projects similar in scope and has the necessary work experience and equipment resources to complete the proposed project. Fulcrum Consulting Services recommends that this project be awarded to Earthworks Enterprises for the bid total amount of $184,171.00.

If you should have any questions or need additional information please call our office. Thank you.

Sincerely,

, P.E.

Fulcrum Consulting Services
Daniel Campos, P.E.

XC: City of Edcouch – Mr. Noe Cavazos, City Administrator
Office File

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: January 4, 2017 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "City of Edcouch –2013-2014 Amended Street Improvements Project"

BID NO: 5013-20-0311-5000-2000-UCP-ML
Addendums 1 & 2 required

PROCURMENT SPECIALIST:

RFB NO.	NAME OF COMPANY	Acknowledgement of Addendums 1 & 2		BID PRICE	ALTERNATE No. 1	BID BOND OR CHECK INCLUDE
#1	Earthworks Enterprise	ACKNOWLEDGED	ACKNOWLEDGED	$289,652.00	$45,079.00	INCULDED
#2	RDH Site & Concrete, LLC	ACKNOWLEDGED	NOT ACKNOWLEDGED	$334,358.90	$41,720.50	INCULDED
#3	Diamond Eight Industries, LLC	ACKNOWLEDGED	ACKNOWLEDGED	$357,178.85	$40,701.00	INCULDED
#4	O.G. Construction Company, LLC	ACKNOWLEDGED	ACKNOWLEDGED	$369,775.10	$37,330.00	INCULDED
#5	No addendums, can not be acknowledged GNH Company, LLC	NOT ACKNOWLEDGED	NOT ACKNOWLEDGED	$267,099.80	$20,942.40	INCULDED
#6	G & T Paving	ACKNOWLEDGED	ACKNOWLEDGED	$296,199.73	$38,124.17	INCULDED
#7	Jimmy Closner & Sons Const. Co., Inc.	ACKNOWLEDGED	ACKNOWLEDGED	$377,855.27	$41,275.25	INCULDED
#8						

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

City of Edcouch
2013-2014 Amended Street Improvement Project - Revised Bid
Contractor: Earthworks Enterprise
Project No. 5013/14-20-0311-5000-2000-UCP-ML
Hidalgo County, Texas

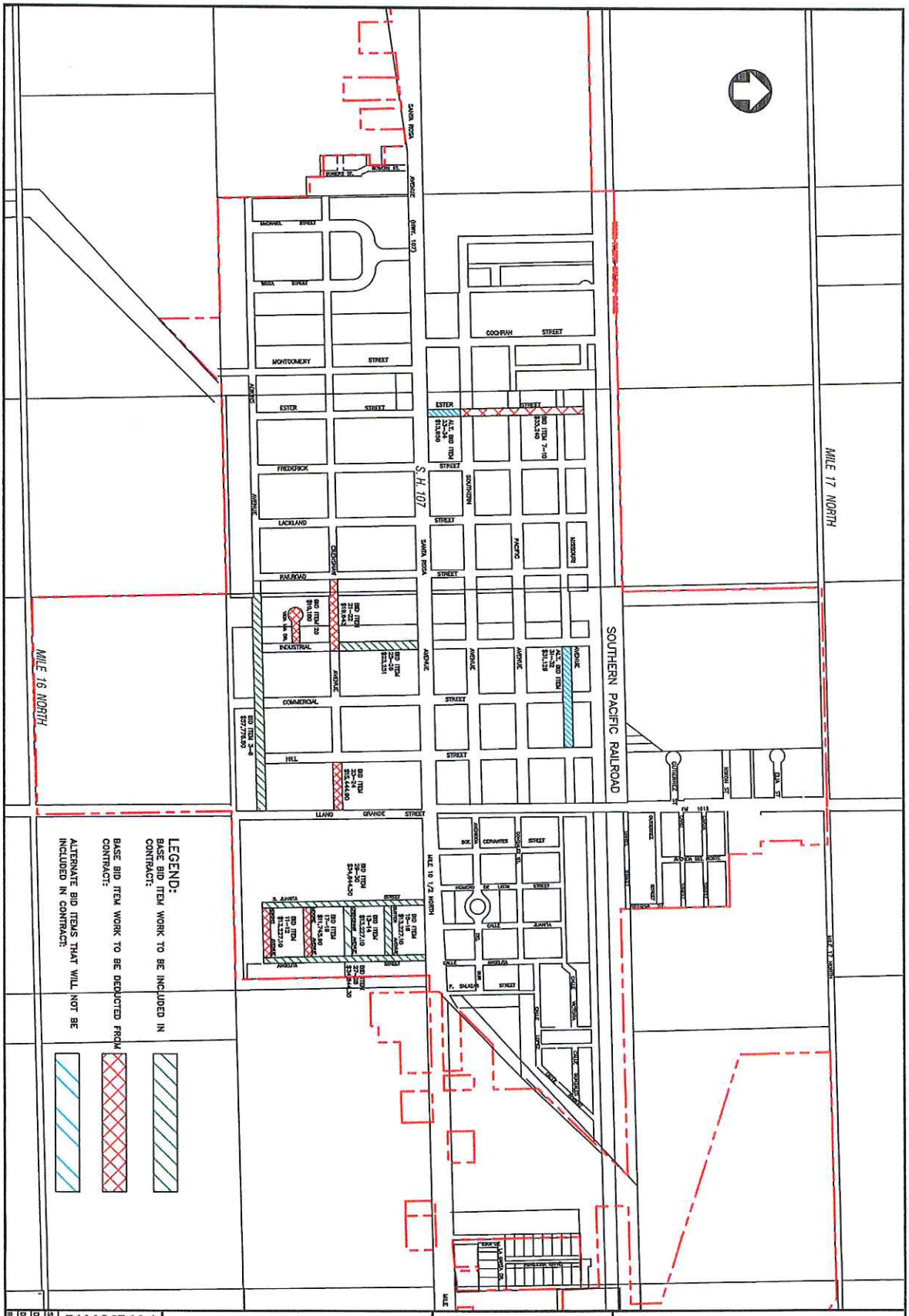
BASE BID:

Street Name	Item	Description	Unit	Unit Price	Quantity	Total
	1	Mobilization/Demobilization	Each	$3,500.00	1	$3,500.00
	2	Traffic Control	Each	$3,500.00	1	$3,500.00
					Subtotal:	$7,000.00
Adkins - From Railroad st. to FM1015	3	2" Asphalt Overlay	S.Y.	$10.00	2541.8	$25,418.00
	4	2" Mill & Overlay	S.Y.	$13.00	2227.6	$28,958.80
	5	Manhole Adjustment & 3' x3' Concrete Collar	Each	$400.00	8	$3,200.00
	6	Water Valve Adjustment	Each	$200.00	1	$200.00
					Subtotal:	$57,776.80
Ester - From FM107 to end of road	7	2" HMAC TYPE D	S.Y.	$0.00	1905	$0.00
	8	Prime Coat (MC-30) (0.2 Gal./S.Y.)	Gal.	$0.00	379	$0.00
	9	6" Compacted Caliche Base - Type D, Grade 6	S.Y.	$0.00	2030	$0.00
	10	Manhole Adjustment & 3' x3' Concrete Collar	Each	$0.00	3	$0.00
					Subtotal:	$0.00
Adkins - From S. Angelita to Calle Juanita	11	2" Asphalt Overlay	S.Y.	$0.00	986.7	$0.00
	12	Manhole Adjustment & 3' x3' Concrete Collar	Each	$0.00	1	$0.00
					Subtotal:	$0.00
Crenshaw - From S. Angelita to Calle Juanita	13	2" Mill & Overlay	S.Y.	$13.00	986.7	$12,827.10
	14	Manhole Adjustment & 3' x3' Concrete Collar	Each	$400.00	1	$400.00
					Subtotal:	$13,227.10
Sutter St. - From S. Angelita to Calle Juanita	15	2" Mill & Overlay	S.Y.	$13.00	986.7	$12,827.10
	16	Manhole Adjustment & 3' x3' Concrete Collar	Each	$400.00	1	$400.00
					Subtotal:	$13,227.10
Moore St. - From S. Angelita to Calle Juanita	17	2" Asphalt Overlay	S.Y.	$0.00	493.5	$0.00
	18	2" Mill & Overlay	S.Y.	$0.00	493.3	$0.00
	19	Manhole Adjustment & 3' x3' Concrete Collar	Each	$0.00	1	$0.00
					Subtotal:	$0.00
Vida Mia Circle	20	2" Asphalt Overlay	S.Y.	$0.00	1018	$0.00
					Subtotal:	$0.00
Crenshaw - Railroad St. to Industrial Ave.	21	2" Mill & Overlay	S.Y.	$0.00	1418.7	$0.00
	22	Manhole Adjustment & 3' x3' Concrete Collar	Each	$0.00	5	$0.00
					Subtotal:	$0.00
Crenshaw - Hill St. to FM1015	23	2" Asphalt Overlay	S.Y.	$0.00	1157.3	$0.00
	24	Manhole Adjustment & 3' x3' Concrete Collar	Each	$0.00	1	$0.00
					Subtotal:	$0.00
Industrial - Crenshaw St. to FM107	25	2" Mill & Overlay	S.Y.	$13.00	1757.8	$22,851.40
	26	Manhole Adjustment & 3' x3' Concrete Collar	Each	$400.00	1	$400.00
					Subtotal:	$23,251.40
S. Angelita St. - From Adkins to FM107	27	2" Asphalt Overlay	S.Y.	$10.00	3080	$30,800.00
	28	2" Mill & Overlay	S.Y.	$13.00	311.1	$4,044.30
					Subtotal:	$34,844.30
Calle Juanita. - From Adkins to FM107	29	2" Asphalt Overlay	S.Y.	$10.00	3080	$30,800.00
	30	2" Mill & Overlay	S.Y.	$13.00	311.1	$4,044.30
					Subtotal:	$34,844.30
					Total Base Bid:	$184,171.00

ALTERNATE BID:

	31	2" Mill & Overlay	S.Y.	$0.00	2333	$0.00
Missouri - From Industrial to Hill	32	Manhole Adjustment & 3' x3' Concrete Collar	Each	$0.00	2	$0.00
Ester - From FM107 to South Ave.	31	2" Mill & Overlay	S.Y.	$0.00	950	$0.00
	32	Manhole Adjustment & 3' x3' Concrete Collar	Each	$0.00	4	$0.00
					Total Alternate Bid:	$0.00
					Total Bid:	$184,171.00

ITEMS TO BE REMOVED FROM SCOPE OF WORK:



LEGEND:

BASE BID ITEM WORK TO BE INCLUDED IN CONTRACT:

BASE BID ITEM WORK TO BE DEDUCTED FROM CONTRACT:

ALTERNATE BID ITEMS THAT WILL NOT BE INCLUDED IN CONTRACT:

CITY OF EDCOUCH
HIDALGO COUNTY, TEXAS

2013-2014 AMENDED STREET IMPROVEMENTS PROJECT

SHEET 1 OF 1 SHEETS

This drawing is an Instrument of service and the ENGINEER will retain ownership and property interest therein. The OWNER may make and retain copies for information and reference for this project only. It shall not be used by the OWNER or others on other projects, for additions to this project or for completion of this project by others without written authorization by the ENGINEER.

SCALE: 1"=600' PLOT SCALE:1:1
DESIGNED BY: DATE:
DRAWN BY: DATE:
REVISED BY: DATE:

FULCRUM
CONSULTING SERVICES
PLANNING * ENGINEERING * ARCHITECTURE
P.O.BOX 530540 HARLINGEN, TX. 78553
PH: 956-797-3411 FX: 956-797-3400

2GS, LLC, Dba Earthworks Enterprise
P.O. Box 595
Peñitas, TX 78576-0595

Ms. Diana Serna, Director
Urban County Program
427 East Duranta Avenue
Suite 107
Alamo, TX 78516

January 18, 2017

Re: City of Edcouch – 2013-2014 Amended Street Improvements Project
5013-20-0311-5000-2000-UCP-ML
Acknowledgement of Revised Contract Dollar Amount

Dear Ms. Serna,

As per our phone conversation we acknowledge the revised contract dollar amount due to budget constraints and are happy to accept the contract for this project. So long as unit prices do not change.

Should there be any comments or questions do not hesitate to contact (956) 424-3414 or (956) 607-4448.

Cordially,

Humberto García, Jr.
Member

Phone: (956) 424-3414/Fax: (956) 683-6149

CONSTRUCTION CONTRACT

This Agreement entered into this **January 24, 2017** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and 2GS, LLC dba Earthworks Enterprise **(a Texas limited liability corporation)** (a partnership) (an individual) of **Peñitas,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements 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:

PROJECT NAME:	**City of Edcouch -2013-2014 Amended Street Project**
PROJECT No.:	**5013-20-0311-5000-2000-UCP-ML**
PROJECT DESCRIPTION:	**Street Improvements**

hereinafter called the project, for the sum of **($184,171.00) – One hundred eighty-four thousand one hundred seventy-one dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Fulcrum Consulting Services** and as enumerated in Paragraph 1 of the Supplemental 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 a written "Notice to Proceed" of the OWNER and to fully complete the project within **(60) Sixty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($500.00) Five hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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 Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Name of Signatory: Humberto Garcia, Jr., Member

Name of Firm: 2GS, LLC dba Earthworks Enterprise

Address: PO Box 595
Peñitas, Texas 78576-0595

Federal I.D./S.S.: 45-4338911

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ___ day of _____, 2017,

By Humberto Garcia, Jr., Member of and on behalf of 2GS, LLC dba Earthworks Enterprise
(title) (a limited liability corporation) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna, Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: April 28, 2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-155611

Date Filed:
01/18/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2GS, LLC, dba Earthworks Enterprise
Penitas, 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 Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5013-20-0311-5000-2000-UCP-ML
City of Edcouch - 2013-2014 Amended Street Improvements Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

ARMANDO OMAR FLORES JR
Notary Public, State of Texas
Comm. Expires 03-23-2020
Notary ID 130592795

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Humberto García, Jr., this the 18th day of January, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Armando Omar Flores, Jr.	Notary Public
	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:
2017-155611

Date Filed:
01/18/2017

Date Acknowledged:
01/19/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2GS, LLC, dba Earthworks Enterprise
Penitas, 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 Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5013-20-0311-5000-2000-UCP-ML
City of Edcouch - 2013-2014 Amended Street Improvements Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/18/2017

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: Judith Gomez
Higginbotham Insurance Agency, Inc. 1400 McColl Rd. Ste 105 McAllen TX 78501	PHONE (A/C, No, Ext): 956-668-3510 FAX (A/C, No): 956-687-1286 E-MAIL ADDRESS: jgomez@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : James River Insurance Company	12203
INSURER B : Ohio Security Insurance Company	24082
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : The Travelers Lloyds Insurance Co	41262
INSURER E :	
INSURER F :	

INSURED	2GSLL
2GS, LLC. dba Earthworks Enterprise PO Box 595 Penitas TX 78576	

COVERAGES **CERTIFICATE NUMBER:** 615039872 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	000703560	2/21/2016	2/21/2017	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 $50,000 $1,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS	Y	Y	BAS55991781	2/21/2016	2/21/2017	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 $	$ $
C	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		Y	TSF0001234244	2/21/2016	2/21/2017	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Inland Marine			QT6608G686515TLC16	2/21/2016	2/21/2017	Limit Leased/Rented Deductible	$750,000 $200,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automatic Additional insured Endorsement Construction or Service Contracts when required by written contract applies to General Liability and Auto policies.
Waiver of Transfer of Rights of Recovery Against Others to us applies to General Liability coverage when required by written contract.
Texas Waiver of our Right to Recover from Others applies to Workers Compensation coverage when agreed by written contract and as permitted by law.
Project Number: #5013-20-0311-5000-2000-UCP-ML
Project Name: City of Edcouch - 2013-2014 Amended Street Improvements Project

CERTIFICATE HOLDER

Hidalgo County Urban County Program
427 East Duranta Avenue, Suite 107
Alamo TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-58184 **Urban County** **13. B.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of a program amendment for the City of Alamo FY's 24, 25, 26, 27 & 29 (2011-2014 & 2016) work plans. Fiscal years 2011-2014: will delete the current scope of work and add the replacement of approximately 6,000 linear feet of waterlines to Highview S/D. Fiscal year 2016: will add the installation of approximately 4,600 LF of 8" pvc waterlines to Regency Acres S/D.

BACKGROUND

A Public Hearing was held on January 17, 2017 at 7:00 P.M. and citizen participation requirements have been met. The City of Alamo approved the program amendment for its FY's 24, 25, 26, 27 & 29 (2011-2014 & 2016):

FYs 24, 25, 26, & 27 (2011-2014)

Delete the current scope of work which consisted of: the purchase and installation of a new water distribution system along the south side of SH 495 from Alamo Road to Cesar Chavez Road and along the east side of Cesar Chavez Road from SH 495 to approximately 600 feet north of US Expressway 83, for fiscal years 2011-2013.

Add: The new scope of work will **include** the following: the replacement of approximately 6,000 linear feet of waterlines to Highview S/D, to include but not limited to water valves, fire hydrants, the re-connection of all existing meters and any incidental cuts and replacement of existing asphalt to adjacent/abutting alleys within the same general vicinity. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. This project was previously environmentally cleared in FY 29 (2016).

FY 29 (2016)

Add the following scope of work: the installation of approximately 4,600 linear feet

of 8” pvc waterlines to Regency Acres S/D, to include but not limited to water valves, fire hydrants, the re-connection of all existing meters and any incidental cuts and replacement of existing asphalt to adjacent/abutting streets within the same general vicinity. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc.

Fiscal Impact

Attachments

Program Amendment City of Alamo workplans

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/20/2017 04:10 PM
Glinda Pacheco	Glinda Pacheco	01/20/2017 05:03 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Olga Lerma Started On: 01/20/2017 03:57 PM

Final Approval Date: 01/20/2017

PUBLIC HEARING REGARDING A PROGRAM AMENDMENT TO THE CITY OF ALAMO'S URBAN COUNTY PROGRAM FUNDING FOR THE YEARS 24, 25, 26, 27 AND 29 (2011-2014 AND 2016) UTILIZING THE CITY'S ORIGINAL WORK PLAN.

Mr. Luciano Ozuna, City Manager, stated that in the packet was the information of the different years where the city has a little bit of money on each year. He stated that Urban County has recommended that the city put all the money together and put it to work in one of the projects that the city's has ongoing. He stated that its year 2011, 2012, 2013 and 2014, Urban County recommends that the city do a budget amendment and use the monies on ongoing projects that the city has. He stated that one project was the Highview Subdivision water distribution system, where they are changing 2" lines to 6" lines and giving the subdivision more fire protection. He stated that there was also Regency Acres which is right next to Highview Subdivision. He stated that the amendment would be $222,000.00 more or less.

Mr. Bobby Salinas, Community Planning & Development Director, stated that it's just getting all the surplus funds and being able to utilize it for these projects and if there is anything surplus it will at least be in the 2016 monies and that way the city is not carrying over the 2011 funds and this will clear the books for Urban County as well as for us.

Mayor Diana Martinez asked how much is it.

Bobby Salinas stated that he hasn't total everything together but it's over $222,000.00.

Mr. Ozuna stated that it's $222,125.00.

Mayor Diana Martinez stated that this was a public hearing. She asked whether there were any comments. Being that there were no comments, she closed the public hearing.

D. Consideration and action to approve a program amendment to the City of Alamo's Urban County Program Funding for the Years 24, 25, 26, 27 and 29 (2011-2014 and 2016) utilizing the City's original work plan.

Mayor Molly Gallegos motioned to approve the program amendment to the City of Alamo's Urban County Program Funding for the Years 24, 25, 26, 25 and 29 (2011-2014 and 2016) utilizing the City's original work plan. Commissioner Pilar Garza seconded the motion. Motion carried.

CERTIFICATION

I hereby certify that this is a true and correct excerpt of the official minutes for the City of Alamo Board of Commissioners meeting which was held on Tuesday, January 17, 2017 and will be formally approved at the next City of Alamo Board of Commissioners Meeting, Tuesday, February 7, 2017.

Margot Salas, City Secretary

Diana Martinez
Mayor

Amelia V. Gallegos
Mayor Pro-Tem

Maria Del Pilar Garza
Commissioner

Pete Morales
Commissioner

Robert De La Garza
Commissioner

Luciano Ozuna, Jr.
City Manager

ALAMO
REFUGE TO THE VALLEY

January 19, 2017

Mr. Diana Serna
Urban County Director
Urban County Program
427 E. Duranta, Ste. 107
Alamo, Texas 78516

Re: Program amendment for FY24, 25, 26, 27, & 29

Dear Ms. Serna:

This is to inform you that the Board of Commissioners of the City of Alamo have approved the above referenced program amendment at a Regular Meeting of January 17, 2017 after the required public hearing and citizen participation.

Please proceed to obtain final approval from the Hidalgo County Commissioner's Court for the above program amendments

If you have any questions, please feel free to call me at your earliest convenience.

Sincerely,

Robert L. Salinas
Planning Director

CITY OF ALAMO
URBAN COUNTY PROGRAM
PROGRAM AMENDMENT

Place: Alamo City Hall
420 N. Tower Rd., Alamo, TX 78516
Date: 1/17/16
Time: 7:00 P.M.

NAME/AGENCY	ADDRESS	PHONE NO.
Rolf Ehlers / City of Alamo	420 N. Tower Rd.	784-8106
Rolf Ehlers		
Dino Tuttle	405 Lance St	533-1942
Joan Hanah	1030 El Paseo	972-571-6567
Frank Hanah	1030 El Paseo	972-571-6567
Rose Marie Alanis	504 N. 7th	956-787-1265
Stephen Carter	325 KAREN DR.	317-628-9883
Irma Chavez	411 Ellis	(956) 648-5141
Ricardo Chavez	" "	(956) 560-7871
Gloria Y Espinosa	1309 Date Palm	(956) 460-7274
Arnoldo Rojas	733 E Acacia Alamo	956-787-1306
Yvette Mendoza	420 N Tower, Alamo TX	(956) 787-0006
Herb Moering	407 Castle Palm Drive	816 382-1154
FATHER RENE ANGEL	312 N 9TH ST	956-787-2963
JULIO VILLARREAL JR	2111 LUCKY J MESSION	956-984-9889
ARTURO Espinosa	1309 DATE PALM	605-9484
Albert Caballero Jr	219 Caramel Drive Alamo	956-569-9694
M Salas	P.O. Box 594	325-3153 Alamo TX
Alicia Ceballos	P.O. Box 322 Alamo, TX	956.460.2942
Luciano Orduna	Alamo	787-0006

10004864 - Urban County Program - 30028574

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

Glendora Cisneros being duly Sworn on his/her oath states that he/she is a Sales Representative of THE MONITOR and that the attached notice appeared in the following issues:

December 12, 2016

Subscribed and sworn to before me this the

14th day of December A.D. 2016

Norma I. Barras

Notary Public, Hidalgo County

NORMA I BARRAS
Notary ID # 128747846
My Commission Expires
September 22, 2019

RECEIVED
JAN 5 2017
FINANCE DIVISION

RECEIVED
JAN - 5 2017
Urban County
Program

PUBLIC HEARING NOTICE * *AVISO DE AUDIENCIA PÚBLICA*
CITY OF ALAMO * *CIUDAD DE ALAMO*

HIDALGO COUNTY URBAN COUNTY PROGRAM
PROGRAMA URBANO DEL CONDADO DE HIDALGO

Publication Date: Monday, December 12, 2016
Fecha de publicación: Lunes, 12 de Diciembre del 2016.

PROGRAM AMENDMENT * ENMIENDA DEL PROGRAMA

In compliance with the Community Development Block Grant (CDBG) requirements, the City of Alamo will conduct a Public Hearing to solicit input from interested parties on the City's proposed Program Amendment to its Urban County Program funding Years 24, 25, 26, 27 & 29 (2011-2014 & 2016) utilizing its original work plan.

En conformidad con los requisitos del Programa de Desarrollo Comunitario Concesión de Bloque (CDBG), la Ciudad de Alamo llevará a cabo una audiencia pública para solicitar la opinión de aquellos interesados en la propuesta y enmienda de la ciudad del programa Urbano del Condado de Hidalgo de los años de financiamiento ***24, 25, 26, 27 & 29 (2011-2014 & 2016)***

The Public Hearing will be held on **Tuesday, January 17, 2017 at 7:00 p.m.** at the Alamo City Hall located at **420 N. Tower Road, Alamo, TX 78516.**

La audiencia pública se llevará a cabo el ***Martes, 17 Enero 2017 a las 7:00 P.M.*** *en la siguiente ubicación: Municipalidad de Alamo,* ***420 N. Tower Rd., Alamo, TX 78516.***

The following is the proposed Program Amendment for your consideration:
La siguiente es la Enmienda propuesta de presupuesto y Programa para su consideración:

Existing Budget	Urban County Fiscal Year/Activity Decription	Proposed Budget
	2011 Water/Sewer Improvements	
$ 8,938.01	(*Mejoras de Agua/alcantarilla*)	$ 8,938.01
	2012 Water/Sewer Improvements	
$32,857.75	(*Mejoras de Agua/alcantarilla*)	$32,857.75
	2013 Water/Sewer Improvements	
$189,510.00	(*Mejoras de Agua/alcantarilla*)	$189,510.00
$222,125.00	**TOTAL**	**$222,125.00**

The proposed amendment will **delete** the current scope of work which consisted of: the purchase and installation of a new water distribution system along the south side of SH 495 from Alamo Road to Cesar Chavez Road and along the east side of Cesar Chavez Road from SH 495 to approximately 600 feet north of US Expressway 83, for fiscal years 24-26 (2011-2013).

The new scope of work will **include** the following: The replacement of approximately 6,000 linear feet of waterlines to Highview S/D, water valves, fire hydrants, the re-connection of all existing meters and any incidental cuts and replacement of existing asphalt. The project will also include but not limited to adjacent/abutting alleys within the same general vicinity. Other expenditures will include professional engineering services

surveying, geotechnical and construction material testing fees, etc. This project was previously environmentally cleared in FY 29 (2016).

La enmienda propuesta ***suprimirá*** *el alcance actual del trabajo que consistió en: la compra e instalación de un nuevo sistema de distribución de agua a lo largo del lado sur de SH 495 desde Alamo Road hasta Cesar Chavez Road y por el lado este de Cesar Chavez Road desde SH 495 A aproximadamente 600 pies al norte de la autopista estadounidense 83, para los años fiscales 24-26 (2011-2013).*

El nuevo alcance del trabajo ***incluirá*** *lo siguiente: El reemplazo de aproximadamente 6,000 pies lineales de líneas de agua a Highview S / D, válvulas de agua, bocas de incendio, la re-conexión de todos los medidores existentes y cualquier Cortes incidentales y reemplazo del asfalto existente. El proyecto también incluirá, pero no se limitará a mejoras de callejones adyacentes / contiguos dentro de la misma vecindad general. Otros gastos incluirán servicios de ingeniería profesional, inspección, gastos de ensayos geotécnicos y de material de construcción, etc. Este proyecto fue aprobado previamente ambientalmente en el año fiscal 29 (2016).*

Existing Budget	**Urban County Year 29 (2016)**	**Proposed Budget**
$ 150.00	2014 Water/Sewer Improvements *(Mejoras de Agua/alcantarilla)*	$ 150.00
$221,975.00	2016 Water/Sewer Improvements (Mejoras de Agua/alcantarilla)	$221,975.00
$222,125.00	**TOTAL**	**$222,125.00**

The proposed amendment will **add** following scope of work: Project consists of the installation of approximately 4,600 linear feet of 8" pvc waterlines to Regency Acres S/D, to include but not limited to water valves, fire hydrants, the re-connection of all existing meters and any incidental cuts and replacement of existing asphalt. Project will also include but not limited to adjacent/abutting streets within the same general vicinity. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. for fiscal years 2016.

La propuesta de enmienda ***agregar*** *lo siguiente: El proyecto consiste en la instalación de aproximadamente 4,600 pies lineales de líneas de agua de pvc de 8 "a la subdivision Regency Acres, incluyendo pero no limitado a válvulas de agua, hidrantes, Los medidores existentes y los eventuales cortes y reemplazo del asfalto existente. El proyecto también incluirá, pero no se limita a, calles adyacentes / contiguas dentro de la misma vecindad general. Otros gastos incluirán servicios de ingeniería profesional, inspección, gastos de ensayos geotécnicos y materiales de construcción, etc. para los años fiscal 29 (2016).*

Accommodations for individuals with handicaps shall be provided upon request.
Alojamiento para las personas con discapacidad se puede proporcionar a petición.

For more information, please come by the office or call (956) 787-0006. Written comments may be forwarded to:
Para obtener más información, por favor venga a la oficina o llame al (956) 787-0006. Los comentarios escritos pueden enviarse a:

Mayor/Alcalde Diana Martinez
City of Alamo
420 N. Tower Road,
Alamo, Texas 78516

AI-58034 **Head Start** **14. A.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Appointment/Approval of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One Year Term According to 45 CFR Chapter, XIII, 1304.50(b)(1)-(b)(7) by Commissioner David Fuentes, Precinct 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/12/2017 11:26 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Linda Galaviz		Started On: 01/12/2017 10:09 AM
Final Approval Date: 01/20/2017		

AI-58035 **Head Start** **14. B.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion, Approval of Self-Assessment Schedule

BACKGROUND

Policy Council Approval: 01.18.17

Fiscal Impact

Attachments

Self-Assessment Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/12/2017 11:27 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Linda Galaviz		Started On: 01/12/2017 10:18 AM
Final Approval Date: 01/20/2017		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: January 18, 2017

SUBJECT: Approval of Self-Assessment Schedule

RATIONALE/NEED: A self-assessment is required to be conducted each year. The purpose of the self-assessment is to evaluate the program's progress towards meeting goals, compliance with program performance standards through-out the program year, and the effectiveness of the professional development and family engagement systems in promoting school readiness. Documents to be used are from the Office of Head Start. The Self-Assessment is tentatively scheduled for Monday, January 23, 2017 through Friday, February 3, 2017. The Self-Assessment training will be held on Friday, January 20, 2017.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: Self-Assessment Memorandum

****

INITIATED BY: Nora S. Munoz, Assistant Director for Programmatic Services

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Tx. 78540-0117

To: Policy Council
From: Nora S. Munoz, Assistant Program Director
Through: Teresa Flores, Executive Director
Date: January 11, 2017
Subject: Self-Assessment
CC: Edmundo Garcia, Assistant Program Director

Continuous quality improvement is a central tenet of the Head Start Program, with the goal of meeting Performance Standards and moving toward program excellence for serving children and families. As part of this process, the annual Self-Assessment provides the Program with the means to regularly assess our own management systems and program operations in order to continually strengthen the Program and the services delivered.

Head Start Performance Standards state that at least once each program year grantees must conduct a Self-Assessment of their effectiveness and progress in meeting program goals and objectives and in implementing Federal regulations.

We are scheduled to conduct our Self-Assessment January 23, 2017 through February 3, 2017. During this two week period, each area/component of the Program will be reviewed. All centers will be visited, data will be collected, and a final report will be prepared.

We will be conducting training on Friday, January 20, 2017 at 9:00 a.m. at the Administration Conference Room, to provide guidance to the individuals involved in conducting the assessment. We encourage you to attend, time permitting, and participate in this activity. We will be forwarding the team schedules of the center visits in the event that you choose to join us at the centers.

Please feel free to contact me at (956) 383-0706, if you have any questions or need additional information.

Thank you for your continued support and cooperation.

AI-58120 **Planning Department** **15. A.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval

a. ECISD Hargill Elementary Subdivision- Pct. 1 (Rene Gutierrez, E.C.I.S.D. Superintendent) (Wilson Avenue & 4th Street)
No. of Lots: 1 Institutional
Flood Zone: C
Drainage: Yes, onsite storm drainage and detention pond.
ETJ: No, Rural Area
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by North Alamo Water Supply
Paved: Yes, Wilson Avenue.

b. Loma Prieta Subdivision- Pct. 4 (Andres L. Kalifa) (Mile 6 ½ North Road & N. 29thStreet)
No. of Lots: 2 Single Family
Flood Zone: X
Drainage: Yes, by regrading Mile 6 ½ North Road side ditch.
ETJ: Yes, approved by City of McAllen
Water: Yes, provided by City of McAllen
Sewer: Yes, Sanitary Sewer provided by City of McAllen
Paved: No, Developer will submit an escrow to the City of McAllen for Mile 6 ½ North Road.

c. Eduardo's No. 16 Subdivision- Pct. 3 (Ingrid Izaguirre) (Trosper Road & Mile 3 North Road [F.M. 1924])
No. of Lots: 18 Single Family
Flood Zone: C
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by City of Mission

Water: Yes, provided by Sharyland Water Supply Corporation
Sewer: Yes, Sanitary Sewer provided by City of Mission
Paved: Yes, Trosper Road.2 internal streets to be paved.

d. Pueblo De Palmas Ph. 20 Subdivision- Pct. 4 (J. Gary Frisby [JGF Enterprises, L.P.]) (Cameron Road & Kenyon Road)
No. of Lots: 100 Single Family
Flood Zone: X
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by City of Edinburg
Paved: Yes, Kenyon Road. Cameron Road and 5 internal streets to be paved.

e. Pueblo De Palmas Ph. 21 Subdivision- Pct. 4 (J. Gary Frisby [JGF Enterprises, L.P.]) (Davis Road & Kenyon Road)
No. of Lots: 45 Single Family
Flood Zone: X
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by City of Edinburg
Paved: Yes, Davis Road and Kenyon Road. 2 internal streets to be paved.

f. Del Rey Estates Unit 2 Subdivision- Pct. 4 (Kyndel W. Bennett [Bennett-Flores Investments,LLC.])
(Canton Road & Alamo Road [F.M. 907])
No. of Lots: 154 Single Family and 25 Commercial
Flood Zone: B
Drainage: Yes, Storm Drainage Pipe System & construction of Drainage Ditch.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Canton Road and Alamo Road [F.M. 907]. 6 internal streets to be paved.

2. Final Approval
a. Pueblo De Palmas Ph. 19 Subdivision- Pct. 4 (J. Gary Frisby [JGF Enterprises, L.P.]) (Davis Road & Kenyon Road)
No. of Lots: 85 Single Family
Flood Zone: X

Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by City of Edinburg
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, Sanitary Sewer provided by City of Edinburg
Paved: Yes, Kenyon Road, Cameron Road, Davis Road and 6 internal streets.

3. Final Approval with Financial Guarantee
a. Huisache Acres No. 13 Subdivision- Pct. 1 (Rick D. Harbison [RHTJ Management, LTD.]) (Trenton Road & Dillon Road)
No. of Lots: 27 Single Family
Flood Zone: C
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, Dillon Road and 2 internal streets.Trenton Road to be paved by Developer. $37,409.27 to be held in escrow and reimbursement upon completion of Trenton Road construction.

BACKGROUND

Fiscal Impact

Attachments

ECISD Hargill Elem.
Loma Prieta;P
Eduardo's#16;P
Pueblo de Palmas#20;P
Pueblo de Palmas #21;P
Del Rey Est. #2;P
Pueblo de Palmas#19;F
Huisache Acres#13;F

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/19/2017 10:31 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Flor Castillo		Started On: 01/19/2017 10:02 AM
Final Approval Date: 01/20/2017		

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: 1-24-2017

PROPOSED **ECISD HARGILL ELEMENTARY** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **SDI ENGINEERING, LLC.** DEVELOPER: **EDINBURG C.I.S.D.**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ___☐*SINGLE FAMILY ___☐*MULTI-FAMILY ___☐COMMERCIAL **1**☒INSTITUTIONAL

LOCATION DESCRIPTION: **NORTHEAST INTERSECTION OF WILSON AVENUE AND 4TH STREET.**

SUBDIVISION LIES WITHIN THE: ☒THE RURAL AREA OF THE COUNTY

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **09-09-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" C "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE IMPROVEMENTS CONSISTS OF REGRADING ONLY THE PAD SITES AND PROVIDING ON-SITE DETENTION.**

ROAD R.O.W. DEDICATION: **NO ADDITIONAL R.O.W. DEDICATED FOR THIS PLAT.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **09-27-2016** By, **ROY GONZALES, PCT. 1** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **N/A** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: **NAWSC** LINE SIZE: **8"** LOCATION: **SOUTH SIDE OF 4TH STREET.**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **6"** LOCATION: **NORTH SIDE OF 4TH STREET.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **10-03-2016** : 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: _____, __

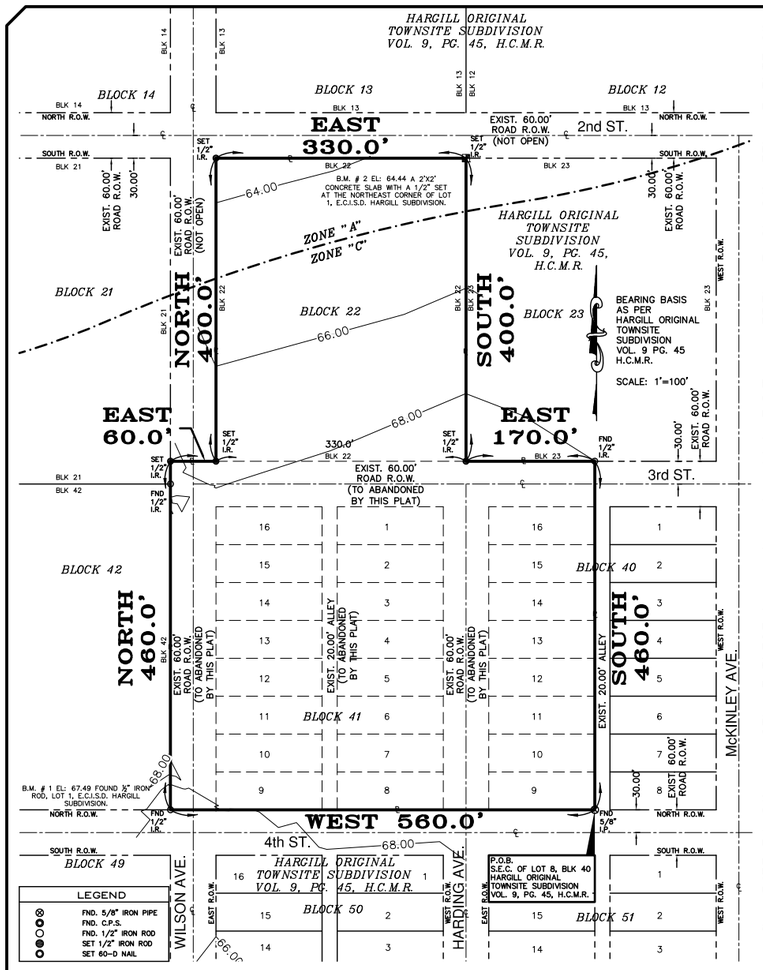
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments.*

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

I, RENE GUTIERREZ, EDINBURG C.I.S.D. SUPERINTENDENT AS OWNER OF THE 8.944 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED E.C.I.S.D. HARGILL ELEMENTARY HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; 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.

RENE GUTIERREZ
EDINBURG C.I.S.D. SUPERINTENDENT
411 N. 8TH AVE.
EDINBURG, TEXAS 78541

DATE

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, 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 PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 2016.

NOTARY PUBLIC
MY COMMISSION EXPIRES ON _____

NAME		ADDRESS	PHONE NUMBER	FAX NUMBER
OWNER:	RENE GUTIERREZ, E.C.I.S.D. SUPERINTENDENT	411 N. 8TH AVE., EDINBURG, TEXAS 78541	(956) 289-2300	N/A
ENGINEER:	ISAEL POSADAS, P.E.	5602 E. IOWA RD., EDINBURG, TEXAS 78542	(956) 287-1818	(956) 287-3697
SURVEYOR:	LEO L. RODRIGUEZ, JR., R.P.L.S.	P.O. BOX 1830, EDINBURG, TEXAS 78540	(956) 491-1013	(956) 381-2775

STATE OF TEXAS
COUNTY OF HIDALGO

I, LEO L. RODRIGUEZ, REGISTERED LAND SURVEYOR IN THE STATE OF TEXAS, STATE THAT THE ABOVE SUBDIVISION PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION ON _____ AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

DATED THIS THE _____DAY OF _____2016.

REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 2448

STATE OF TEXAS
COUNTY OF HIDALGO

A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE _____DAY OF _____2016.

ISAEL POSADAS, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 89435

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PRELIMINARY REVIEW, AND COMMENTS UNDER THE AUTHORITY OF ISAEL POSADAS –P.E. 89435 ON SEPTEMBER 21, 2016. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, AND/OR PERMIT PURPOSES.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE S 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF _____ WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ 2016.

HIDALGO COUNTY JUDGE — DATE

ATTEST _____ — DATE
HIDALGO COUNTY CLERK

APPROVED BY 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 DEVELOPER OF THE SUBDIVISION AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT IS HERE BY APPROVED BY THE DELTA LAKE IRRIGATION DISTRICT DATED THIS _____ DAY OF _____, 2016.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON _____ RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESS WRITTEN PERMISSION OF SAID _____. NOTE IS IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GRATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER — 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 thereoafter 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 hereaffter 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 _____, 2016.

RENE GUTIERREZ
EDINBURG C.I.S.D. SUPERINTENDENT
411 N. 8TH AVE.
EDINBURG, TEXAS 78541

DATE

GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C" (NO SHADING) AREAS OF MINIMUM FLOODING. & ZONE "A" AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED. COMMUNITY-PANEL NUMBER: 480334 0250 B, MAP REVISED JANUARY 2, 1981.

2. SETBACKS:
FRONT: 50.00 FEET
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. PROPOSED SUBDIVISION SHALL BE FOR INSTITUNIONAL/SCHOOL USE ONLY .

4. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME 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. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
--> B.M. NO. 1 – ELEV. 67.49, N.A.V.D. 88 DATUM. DESCRIPTIONS: IRON ROD FOUND AT THE SOUTHWEST CORNER OF PROPOSED LOT 1, E.C.I.S.D. HARGILL ELEMENTARY SUBDIVISION. LOCATED 30.0 FEET NORTH FROM THE CENTERLINE OF 4TH STREET.
--> B.M. NO. 2 – ELEV. 64.44, N.A.V.D. 88 DATUM. DESCRIPTIONS: 2'X2' CONCRETE SLAB SET AT THE NORTHEAST CORNER OF LOT 1 OF THIS SUBDIVISION.

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 29,728.85 CUBIC-FEET 0.682 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS.

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. 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 APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION, PRIOR TO THE ISSUANCE OF A BUILDING AND/OF 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 THE COUNTY AND STATE STANDARDS.

10. 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 THIS CALCULATIONS OF THIS SUBDIVISION.

SUBDIVISION PLAT OF
E.C.I.S.D.
HARGILL ELEMENTARY
BEING A 8.944 ACRE TRACT OF LAND COMPRISING OUT OF 6.877 ACRES OUT OF LOTS 1 THRU 16, BLOCK 41, LOTS 9 THRU 16, BLOCK 40, ALL OF BLOCK 22, 1.873 ACRES OUT OF EXISTING ADJACENT RIGHT-OF-WAYS & 0.184 ACRES OUT OF EXISTING ALLEY WAY HARGILL ORIGINAL TOWNSITE VOL. 9, PG. 45 H.C.M.R. HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

BEING A 8.944 ACRE TRACT LAND COMPRISING OUT OF 6.877 ACRES OUT OF LOTS 1 THRU 16, BLOCK 41, LOTS 9 THRU 16, BLOCK 40, ALL OF BLOCK 22, 1.873 ACRES OUT OF EXISTING ADJACENT RIGHT-OF-WAYS & 0.184 ACRES OUT OF EXISTING ALLEY WAY HARGILL ORIGINAL TOWNSITE AS RECORDED IN VOLUME 9, PAGE 45, HIDALGO COUNTY MAR RECORDS, HIDALGO COUNTY, TEXAS, SAID 8.944 ACRE TRACT LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ⅝" IRON PIPE FOUND AT THE SOUTHEAST CORNER OF SAID LOT 9, BLOCK 40, HARGILL ORIGINAL TOWNSITE, ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED FOR THE POINT OF BEGINNING

THENCE: WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF 4TH STREET (A 60.0 FOOT ROAD RIGHT-OF-WAY) A DISTANCE OF 560.0 FEET TO A HALF INCH (1/2") IRON ROD FOUND AT THE WEST RIGHT-OF-WAY LINE OF WILSON AVENUE (A 60.0 FOOT ROAD RIGHT-OF-WAY), ALSO BEING THE SOUTHEAST CORNER OF BLOCK 42, HARGILL ORIGINAL TOWNSITE, AND FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE; NORTH; ALONG THE WEST RIGHT-OF-WAY LINE OF WILSON AVENUE (A 60.0 FOOT ROAD RIGHT-OF-WAY), A DISTANCE OF 460.0 FEET TO A 1/2" IRON ROD 24" IN LENGTH SET, FOR AN EXTERIOR CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE; EAST, A DISTANCE OF 60.0 FEET TO A 1/2" IRON ROD 24" IN LENGTH SET, AT THE EAST RIGHT-OF-WAY LINE OF WILSON AVENUE (A 60.0 FOOT ROAD RIGHT-OF-WAY) FOR AN INTERIOR CORNER OF SAID TRACT HEREIN DESCRIBED;

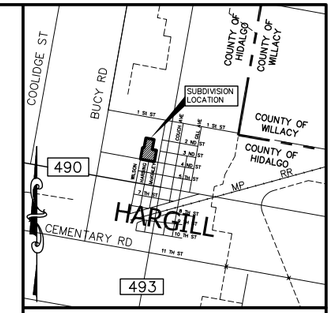
THENCE; NORTH; ALONG THE EAST RIGHT-OF-WAY LINE OF WILSON AVENUE (A 60.0 FOOT ROAD RIGHT-OF-WAY), A DISTANCE OF 400.0 FEET TO A 1/2" IRON ROD 24" IN LENGTH SET, AT THE SOUTH RIGHT-OF-WAY LINE OF 2ND STREET (A 60.0 FOOT ROAD RIGHT-OF-WAY) FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE; EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF 2ND STREET (A 60.0 FOOT ROAD RIGHT-OF-WAY), A DISTANCE OF 330.0 FEET TO A 1/2" IRON ROD 24" IN LENGTH SET, FOR THE NORTHEAST CORNER OF SAID BLOCK 22 AND ALSO BEING THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE; SOUTH, ALONG THE EAST LINE OF BLOCK 22, A DISTANCE OF 400.0 FEET TO A 1/2" IRON ROD SET, FOR THE SOUTHEAST CORNER OF SAID BLOCK 22, AT THE NORTH RIGHT-OF-WAY LINE OF 3RD STREET (A 60.0 FOOT ROAD RIGHT-OF-WAY) FOR AN INTERIOR CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE; EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF 3RD STREET (A 60.0 FOOT ROAD RIGHT-OF-WAY), A DISTANCE OF 170.0 FEET TO AN EXTERIOR CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH, ACROSS 3RD STREET (A 60.0 FOOT ROAD RIGHT-OF-WAY), A DISTANCE OF 60.0 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 3RD STREET (A 60.0 FOOT ROAD RIGHT-OF-WAY) AND CONTINUING ON THE SAME BEARING ALONG THE EAST LINE OF SAID LOTS 9 THRU 16, BLOCK 40, A TOTAL DISTANCE OF 460.0 FEET TO THE POINT OF BEGINNING, AND CONTAINING 8.944 ACRES TRACT LAND COMPRISING OUT OF 6.877 ACRES OUT OF LOTS 1 THRU 16, BLOCK 41, LOTS 9 THRU 16, BLOCK 40, ALL OF BLOCK 22, 1.873 ACRES OUT OF EXISTING ADJACENT RIGHT-OF-WAYS & 0.184 ACRES OUT OF EXISTING ALLEY WAY MORE OR LESS.



LOCATION MAP
SCALE: 1"= 3000'

PREPARED BY:
SDI ENGINEERING, LLC
5602 E. IOWA ROAD
EDINBURG, TEXAS 78542

DATE PREPARED: AUGUST 25, 2016
DATE SURVEYED: AUGUST 25, 2016

E.C.I.S.D. HARGILL ELEMENTARY IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 IN THE NORTHEAST AREA OF HIDALGO COUNTY, ON THE NORTHEAST INTERSECTION OF WILSON AVE. AND 4TH STREET. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ELSA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ELSA THE POPULATION IS 5,660. E.C.I.S.D. HARGILL ELEMENTARY LIES APPROXIMATELY 9.5 MILES FROM THE CITY LIMITS OF THE CITY OF ELSA AND IS LOCATED OUTSIDE THE FIVE (5) MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 212.001.

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR,
HIDALGO COUNTY CLERKS

ON: _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOL. _____ PAGE. _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SDI ENGINEERING, LLC
CIVIL ● TRANSPORTATION ● PLANNING ● STORMWATER
5602 E. IOWA RD., EDINBURG, TEXAS 78542
(956) 287-1818 PH. (956) 287-3697 FAX
INFO@SDI-ENGINEERING.COM
TBPE REG. NO. F-13016

INDEX TO SHEET FOR E.C.I.S.D. HARGILL ELEMENTARY

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; 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. No. 1 CERTIFICATION; DELTA LAKE IRRIGATION DISTRICT CERTIFICATION, REVISION NOTES.

NO.	SHEET	REVISION	DATE	APPROVED

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: 1-24-2017

PROPOSED **LOMA PRIETA** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **PENA ENGINEERING** DEVELOPER: **ANDRES L. KALIFA**

☒ 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 MILE 6 ½ NORTH ROAD APPROXIMATELY 2000 FEET WEST OF N. 29th STREET.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of **McALLEN** and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **09-19-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE IMPROVEMENTS WILL BE PROVIDED BY REGRADING MILE 6 ½ NORTH ROAD SIDE DITCH.**

ROAD R.O.W. DEDICATION: **40.00 FEET ON TO MILE 6 ½ NORTH ROAD AND 35.00 FEET ON TO BRAZOS AVENUE.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **01-01-2016** By, **JOSE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **N/A** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: **CITY OF McALLEN** LINE SIZE: **4"** LOCATION: **BRAZOS AVENUE**

WATER SERVICE PROVIDER: **CITY OF McALLEN** LINE SIZE: **4"** LOCATION: **MILE 6 ½ NORTH ROAD.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **12-21-2016** : 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: _____, __

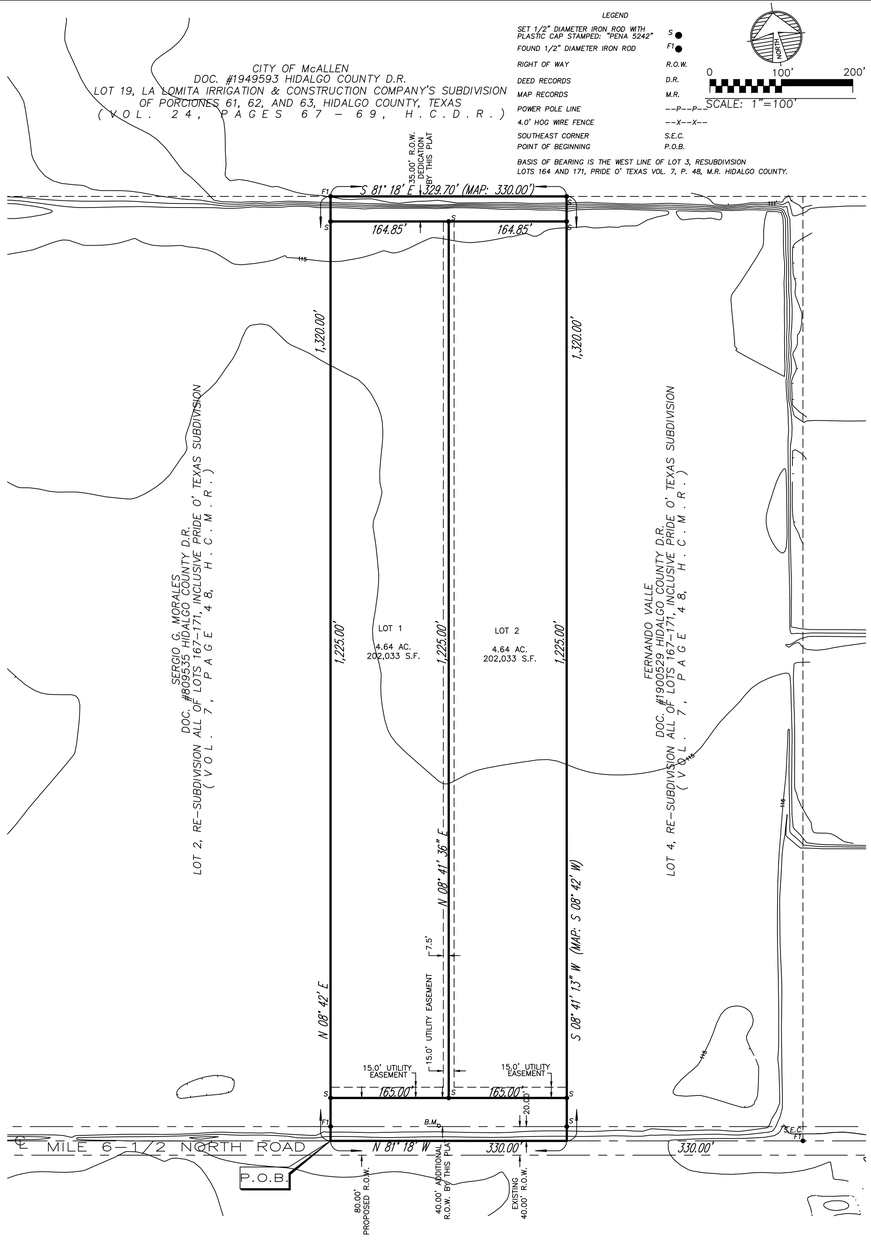
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **McALLEN**.

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X", UNSHADED – AREAS DETERMINED TO BE OUTSIDE OF 500–YEAR FLOOD PLAIN. FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0295 D MAP REVISED: JUNE 6, 2000.

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:.....45.00 FEET, OR IN LINE WITH THE AVERAGE SETBACKS EXISTING STRUCTURES; WHICHEVER IS GREATER
REAR:.....45.00 FEET ON BRAZOS AVENUE, OR IN LINE WITH THE AVERAGE SETBACKS OF EXISTING STRUCTURES, WHICHEVER IS GREATER – (DOUBLE FRONTING LOTS)
SIDES:.....6.00 FEET AND WEST SIDE OF LOT 1 AND EAST SIDE OF LOT 2 OR GREATER FOR EASEMENTS.
7.50 FEET ON EAST SIDE OF LOT 1 AND WEST SIDE OF LOT 2 OR GREATER FOR EASEMENTS.
GARAGE:.....18.00 FEET, EXCEPT WHERE GREATER SETBACK IS REQUIRED, GREATER SETBACK APPLIES.
ALL SETBACKS ARE SUBJECT TO INCREASE FOR EASEMENTS OR APPROVED SITE PLAN.

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: 60D NAIL SET IN POWER POLE LOCATED 151 FEET EAST AND 21 FEET NORTH OF THE SOUTHWEST CORNER OF THIS SUBDIVISION. **ELEVATION 119.33** (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 10,721 CUBIC FEET, 0.2461 ACRE–FEET (LOT 1: 5,360 C.F. AND LOT 2: 5,361 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. CLEARANCE FOR WATER METERS:
AS PER TEXAS LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO RECEIVING 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.

8. LOT GRADING:
ALL LOTS SHALL HAVE POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND GUTTER AND / OR ROADSIDE DITCH AT 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE.

9. PURCHASE CONTRACT:
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. 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.

11. PUBLIC EASEMENTS:
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.

12. DRIVEWAY ACCESS:
ONE INDIVIDUAL DRIVEWAY ACCESS ALLOWED FROM (MILE 6 ½) ONTO EACH LOT.

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **LOMA PRIETA SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2016.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER **DATE**

CITY OF McALLEN
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **LOMA PRIETA SUBDIVISION** WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE **CITY OF McALLEN**.

_____ _____
MAYOR OF CITY OF McALLEN DATE

_____ _____
ATTEST: CITY SECRETARY DATE

THIS PLAT OF **LOMA PRIETA SUBDIVISION** HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF McALLEN, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ , 2016.

_____
CHAIRMAN

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NUMBER ONE (1) ON THIS _____ DAY OF _____ , 2016.

HIDALGO COUNTY IRRIGATION DISTRICT NUMBER ONE (1) WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THE SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT–OF–WAYS AND / OR EASEMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NUMBER ONE (1) RIGHTS–OF–WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HIDALGO COUNTY IRRIGATION DISTRICT NUMBER ONE (1).

_____ _____
PRESIDENT **SECRETARY**

STATE OF TEXAS
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE §232.028(a)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **LOMA PRIETA 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

DOCUMENT NUMBER:_____

OF MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____, DEPUTY

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.

_____ _____
RAUL E. SESIN, P.E., C.F.M. **DATE**
HIDALGO COUNTY DRAINAGE DISTRICT No.1

PENA ENGINEERING
1001 W. WHITEWING P.O. BOX 4320
McALLEN, TEXAS 78501
TEL: 956-682-8812 TBPE: F-4950
FAX: 956-631-7362 TBPS: F-10087200

LEGAL DESCRIPTION

A 10.00 ACRE TRACT OF LAND BEING ALL OF LOT 3 RESUBDIVISION OF LOTS 164-171 INCLUSIVE OF PRIDE O' TEXAS SUBDIVISION , HIDALGO COUNTY, TEXAS AS PER MAP THEREOF RECORDED IN VOLUME 7, PAGE 48 OF THE MAP RECORDS OF SAID COUNTY; SAID 10.00 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, FOR THE SOUTHWEST CORNER HEREOF;

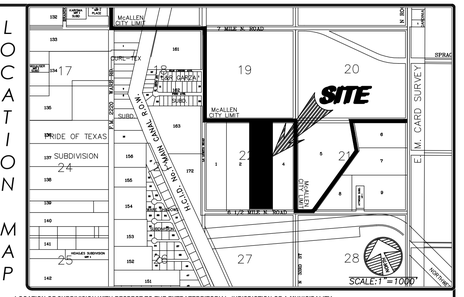
THENCE WITH THE WEST LINE OF SAID LOT, NORTH 08° 42' EAST, AT 20.00 FEET FOUND A ONE-HALF (½) INCH DIAMETER IRON ROD AT THE NORTH RIGHT OF WAY OF MILE 6-½ NORTH ROAD, AT 60.00 FEET SET A ONE-HALF (½) INCH DIAMETER IRON ROD, AT 1285.00 FEET SET A ONE-HALF (½) INCH DIAMETER IRON ROD, AT 1320.00 FEET IN ALL TO A ONE-HALF (½) INCH DIAMETER IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 3, FOR THE NORTHWEST CORNER HEREOF;

THENCE WITH THE NORTH LINE OF SAID LOT, SOUTH 81° 18' EAST, 329.70 FEET (MAP: 330.00 FEET) TO A ONE-HALF (½) INCH DIAMETER IRON ROD SET AT THE NORTHEAST CORNER OF SAID LOT 3, FOR THE NORTHEAST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID LOT, SOUTH 08° 41' 13" WEST (MAP: SOUTH 08 ° 42' WEST), AT 35.00 FEET SET A ONE-HALF (½) INCH DIAMETER IRON ROD, AT 1260.00 FEET SET AONE-HALF (½) INCH DIAMETER IRON ROD AT THE PROPOSED NORTH RIGHT OF WAY OF MILE 6-½ NORTH ROAD, AT 1300.00 FEET SET A ONE-HALF (½) INCH DIAMETER IRON ROD AT THE EXISTING NORTH RIGHT OF WAY OF SAID ROAD, AT 1320.00 FEET IN ALL TO THE SOUTHEAST CORNER OF SAID LOT 3, FOR THE SOUTHEAST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF SAID LOT, THE CENTERLINE OF MILE 6-½ NORTH ROAD, NORTH 81° 18' WEST 330.00 FEET TO THE PLACE OF BEGINNING, CONTAINING TEN (10.00) ACRES, MORE OR LESS.

LOCATION MAP



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
LOMA PRIETA SUBDIVISION IS LOCATED IN CENTRAL HIDALGO COUNTY NORTH OF AND ADJACENT TO MILE 6 ½ NORTH ROAD AND 330 FEET WEST OF NORTH 33RD STREET. THE NEARBY MUNICIPALITY IS THE CITY OF McALLEN ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE CITY SECRETARY OF THE CITY OF McALLEN (POPULATION 68,990). LOMA PRIETA SUBDIVISION, LIES ADJACENT TO THE CITY LIMITS, THIS SUBDIVISION FALLS WITHIN THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY AND LIES IN PRECINCT NO. 4.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
WE, **ANDRES L. KALIFA, SR. AND ANDRES L. KALIFA, JR.** AS OWNERS OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED **LOMA PRIETA 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.
WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
ANDRES L. KALIFA, SR. **DATE**
2720 GRAMBLING AVENUE
McALLEN, TEXAS 78504

_____ _____
ANDRES L. KALIFA, JR. **DATE**
2720 GRAMBLING AVENUE
McALLEN, TEXAS 78502

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, **ANDRES L. KALIFA, SR. & ANDRES L. KALIFA, JR.** 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. ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED. THIS THE _____ DAY OF _____, 2016.

_____
NOTARY PUBLIC FOR THE STATE OF TEXAS MY COMMISSION EXPIRES ON:_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, **ARTURO GARCIA, JR.**, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
ARTURO GARCIA, JR., P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 69356
TEXAS BOARD OF PROFESSIONAL ENGINEERING FIRM F-4950
DATE:
PENA ENGINEERING, LLC
1001 W. WHITEWING AVENUE
McALLEN, TEXAS 78501
PHONE (956)682-8812

STATE OF TEXAS
ARTURO GARCIA JR.
69356
REGISTERED PROFESSIONAL ENGINEER

FOR REVIEW ONLY
NOVEMBER 28, 2016

STATE OF TEXAS
COUNTY OF HIDALGO

I, PABLO PENA, III, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____
PABLO PENA, III, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5242
DATE:
PENA ENGINEERING, LLC
1001 W. WHITEWING AVENUE
McALLEN, TEXAS 78501
PHONE (956) 682–8812

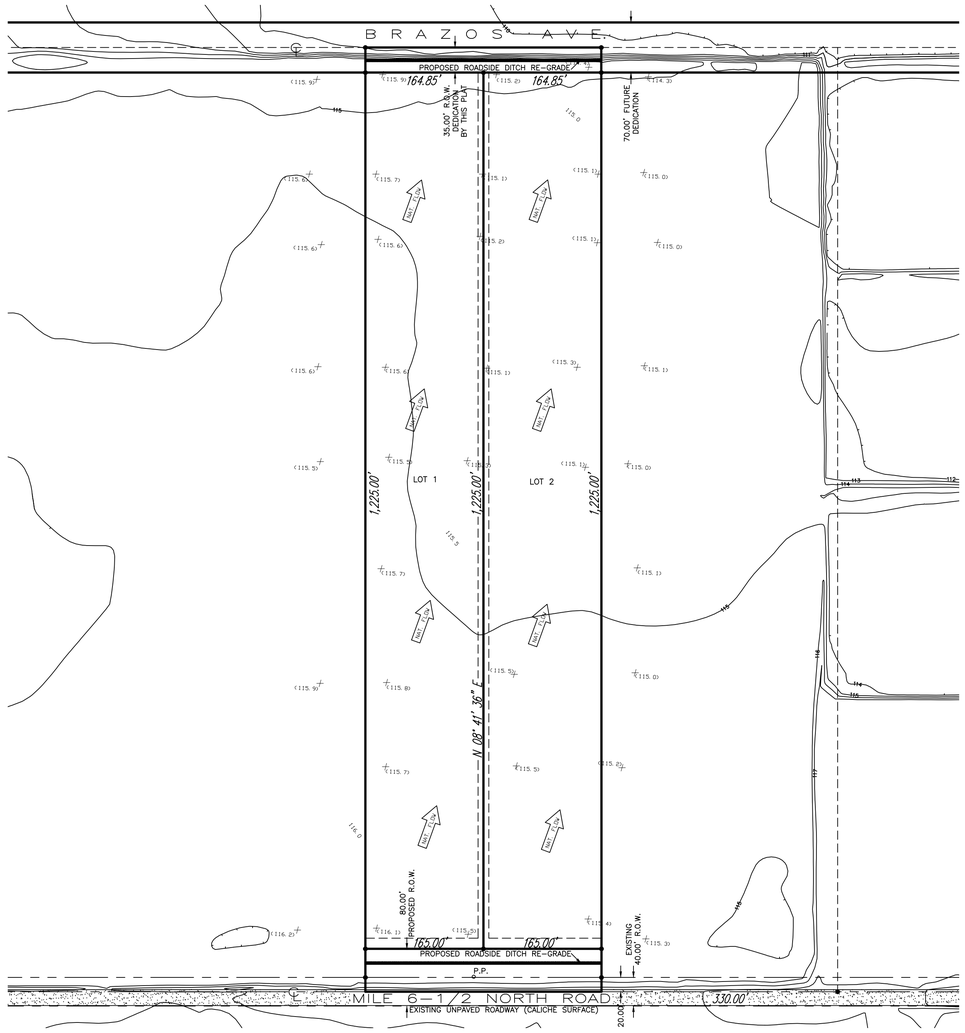
LOMA PRIETA SUBDIVISION
McALLEN, TEXAS
ALL OF LOT 3, RESUBDIVISION OF LOTS 164-171 INCLUSIVE OF PRIDE O' TEXAS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP RECORDED IN VOLUME 7, PAGE 48, MAP RECORDS, OF HIDALGO COUNTY, TEXAS.
SHEET 1 OF 2

SHEET	INDEX-NORTH ARROW-SCALE-HEADING-LEGAL DESCRIPTION-LOCATION MAP AND ETJ NOTICE-MAIN CONTACTS SUBDIVISION LAYOUT-LEGAL-NOTES-OWNER DEDICATION, CERTIFICATION, AND ATTESTATION-HEALTH DEPT. CERTIFICATION-NOTARY PUBLIC-ENGINEER & SURVEYOR CERTIFICATE-CITY CERTIFICATION-DRAINAGE & IRRIGATION DISTRICT DEDICATION-COUNTY CERTIFICATE-COUNTY CLERK'S CERTIFICATE-REVISION NOTE.
1	
2	FINAL ENGINEERING REPORT FOR WATER & SANITARY SEWER (ENGLISH-SPANISH)-LEGEND-DRAINAGE REPORT -TOPOGRAPHY & DRAINAGE LAYOUT- UTILITY LAYOUT-SUBDIVIDER CERTIFICATE & STATEMENT-ESTIMATE-ROAD SECTION-DETAILS-REVISION NOTE-SHEET NUMBER.

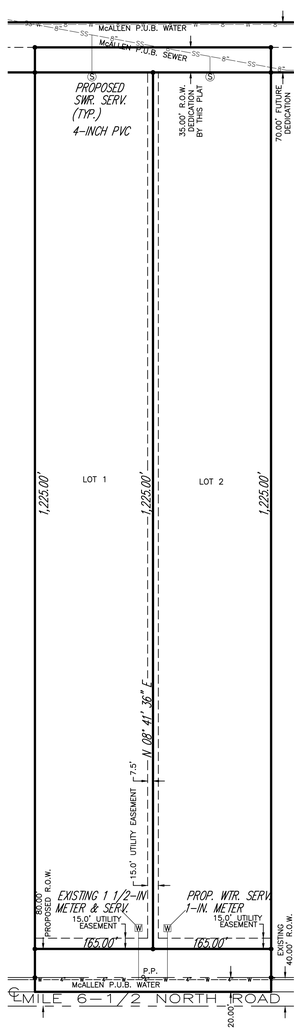
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MAIN CONTACT INFORMATION

	NAME	ADDRESS	CITY, STATE, & ZIP	PHONE	FAX
OWNER(S):	ANDRES L. KALIFA	2720 GRAMBLING AVE.	McALLEN, TEXAS 78504	(956) 581-5158	
ENGINEER:	ARTURO GARCIA, JR.	1001 WEST WHITEWING	McALLEN, TEXAS 78501	(956) 682-8812	(956) 631-7362
SURVEYOR:	PABLO PENA III	1001 WEST WHITEWING	McALLEN, TEXAS 78501	(956) 682-8812	(956) 631-7362



DRAINAGE LAYOUT



UTILITY LAYOUT

LEGEND

SET 1/2" DIAMETER IRON ROD WITH PLASTIC CAP STAMPED: "PENA 5242"	S ●
FOUND 1/2" DIAMETER IRON ROD	FI ●
RIGHT OF WAY	R.O.W.
DEED RECORDS	D.R.
MAP RECORDS	M.R.
POWER POLE LINE	--P--P--
4.0' HOG WIRE FENCE	--X--X--
SOUTHEAST CORNER	S.E.C.
POINT OF BEGINNING	P.O.B.

BASIS OF BEARING IS THE WEST LINE OF LOT 3, RESUBDIVISION LOTS 164 AND 171, PRIDE O' TEXAS VOL. 7, P. 48, M.R. HIDALGO COUNTY.



FINAL ENGINEERING REPORT FOR LOMA PRIETA SUBDIVISION

WATER SUPPLY:
LOMA PRIETA SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY CITY OF McALLEN P.U.B. CITY OF McALLEN HAS AN EXISTING 4-INCH DIAMETER WATER LINE RUNNING ALONG ON THE NORTH RIGHT-OF-WAY LINE OF MILE 6 1/2 NORTH ROAD THAT CAN SERVE THE TWO LOTS. LOMA PRIETA SUBDIVISION WILL CONSIST OF ONE 1-INCH DIAMETER SINGLE SERVICE LINE GOING INTO THE METER BOX AND AN EXISTING 1 ½ INCH WATER AND METER FROM THE 4-INCH WATER MAIN. ALONG PROPOSED BRAZOS AVENUE EXISTS AN 8-INCH WATER MAIN THAT IS ALSO AVAILABLE TO SERVE THE PROPERTY. THE ESTIMATED TOTAL COST OF WATER IMPROVEMENTS IS $1,600.00. UPON REQUEST BY THE OWNER OF A LOT THAT HAS NOT REQUESTED INSTALLATION OF A METER BY RECORDING OF PLAT. CITY OF McALLEN WILL PROCEED TO INSTALL THE WATER METER ON THE LOT. THUS, IN ANY EVENT, ALL THE WATER METERS WILL BE INSTALLED AND THE ENTIRE WATER FACILITIES WILL BE OPERABLE ON OR BEFORE DECEMBER 2017. .

SEWAGE FACILITIES; DESCRIPTION COSTS AND OPERABILITY DATES:
SEWAGE FROM **LOMA PRIETA SUBDIVISION WILL** BE SERVED BY GRAVITY MAIN WITH INDIVIDUAL SEWER LATERALS CONNECTED TO THE CITY OF McALLEN GRAVITY COLLECTION SEWAGE FACILITIES. EACH LOT WILL BE SERVED WITH A 4-INCH PVC GRAVITY SANITARY SEWER PIPE WHICH CONNECTS TO THE SANITARY SEWER MAIN LINE WITHIN PROPOSED BRAZOS AVENUE. THE ESTIMATED TOTAL COST OF SEWER IMPROVEMENTS IS $1,200.00. UPON REQUEST BY THE OWNER OF A LOT THAT HAS NOT REQUESTED INSTALLATION OF A SEWER LATERAL BY RECORDING OF PLAT. CITY OF MCALLEN WILL PROCEED TO INSTALL THE SEWER LATERAL ON THE LOT. THUS, IN ANY EVENT, ALL THE SEWER LATERALS WILL BE INSTALLED AND THE ENTIRE SEWER FACILITIES WILL BE OPERABLE ON OR BEFORE DECEMBER 2017

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 COST TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES, DESCRIBED ABOVE AS FOLLOWS:
WATER FACILITIES: THESE FACILITIES COST A TOTAL OF $1,600.00 .
SEWAGE FACILITIES: THESE FACILITIES COST A TOTAL OF $1,200.00



ARTURO GARCIA, JR., PE # 69356
ARTURO GARCIA ENGINEERING SERVICES, PLLC
TBPE: F-4950
1001 W. WHITEWING AVE.
McALLEN, TEXAS 78501

FOR REVIEW ONLY

NOVEMBER 28, 2016

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION LOMA PRIETA

PROVISION DE AGUA:
LA SUBDIVISION LOMA PRIETA RECIBIRA SU PROVISION DE AGUA POR LA CIUDAD DE McALLEN. McALLEN QUE PRESENTAR LA DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO. LA CIUDAD DE McALLEN TIENE UNA LINEA DE AGUA EXISTENTE DE 4-PULGADAS DE DIAMETRO QUE CORRE EN EL LADO NORTE DEL "DERECHO-DE-VIA" DEL CAMINO MILLA 6 1/2 NORTE, EL SERVICIO DE AGUA PARA LA SUBDIVISION **LOMA PRIETA CONSISTE EN UN S**ERVICIO DE AGUA SENCILLO DE 1-PULGADA DE DIAMETRO QUE CORRE AL SOLAR TERMINANDO EN LA CAJA DE MEDIDOR OTRO SERVICIO QUE EXISTE ES DE 1 1/2-PULGADAS QUE LE DA SERVICIO DE AGUA A EL LOTE . EN EL "DERECHO-DE-VIA" DEL CAMINO FUTURO DE BRAZOS AVENUE EXISTE UN LINEA DE AGUA DE 8-PULGADAS QUE PUEDE DAR SERVICIO AL LOS LOTES. EL COSTO ESTIMADO TOTAL DEL SITEMA DE DISTRIBUCION DE AGUA ES ES DE: $1,600.00. SI PARA EL 2017, EL DUEÑO DEL SOLAR NO HA SOLICITADO LA INSTALACION DEL MEDIDOR DE AGUA, LA PRECEDERA LA INSTALACION DEL MEDIDOR EN EL SOLAR. EN CUALQUIER CASO, TODOS LOS MEDIDORES DE AGUA SE INSTALARAN Y TODAS LAS FACILIDADES DE LA CIUDAD DE McALLEN DE AGUA SERAN INSTALADAS Y OPERABLES EN O ANTES DEL 2017.

SISTEMA DE DRENAJE; DESCRIPCION, GASTOS Y FECHA DE INICIO DE OPERABILIDAD DEL DRENAJE
EL DRENAJE PARA LA **SUBDIVISION LOMA PRIETA SERA TRATADO POR UN** TUBO DE 8-PULGADAS DE PVC EXISTE EN EL FUTURO "DERECHO-DE-VIA" DEL CAMINO DE BRAZOS AVENUE CONSISTIENDO DE UN DISEÑO STANDARD. SE INSTALARA UN TUBO EN CADA SOLAR. ESTE TUBO CONSISTE DE 4-PULGADAS DE PVC DE DRENAJE PARA EL SOLAR. EL COSTO ESTIMADO TOTAL DEL SITEMA DE COLLECCION DE DRENAJE ES DE: $1,200.00. SI PARA EL 2017, EL DUEÑO DEL SOLAR NO HA SOLICITADO LA INSTALACION DEL TUBO DE DRENAJE, LA PRECEDERA LA INSTALACION DEL TUBO EN EL SOLAR. EN CUALQUIER CASO, TODOS LOS TUBOS DE DRENAJE SE INSTALARAN Y TODAS LAS FACILIDADES DE LA CIUDAD DE MCALLEN DE DRENAJE SERAN INSTALADAS Y OPERABLES EN O ANTES DEL 2017.
.

CERTIFICACION:
CON MI FIRMA CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS REGLAS MODELO ADOPTADAS BAJO LA SECCION 16.343 DEL CODIGO DE AGUA.
CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:
FACILIDADES DE AGUA: ESTE SERVICIO A UN COSTO ESTIMADO TOTAL DE $1,600.00.
FACILIDADES DE DRENAJE SEPTICO: EL SITEMA SEPTICO A UN COSTO ESTIMADO TOTAL DE $1,200.00.

SUBDIVIDER CERTIFICATION:

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER(S) WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (A) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE 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, COUNTY, AND CITY REGULATIONS.

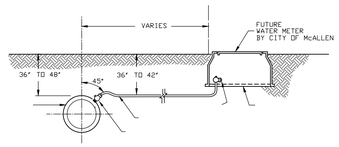
SUBDIVIDER STATEMENT:

1.– WE, **ANDRES L. KALIFA, SR. AND ANDRES L. KALIFA, JR.** , SUBDIVIDER OF **LOMA PRIETA SUBDIVISION HERE** BY 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 TO THE STATE AS REQUIRED BY STATE, COUNTY, AND CITY REGULATIONS.

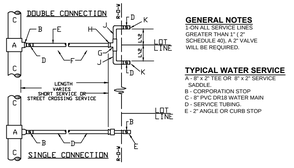
ANDRES L. KALIFA, SR. **ANDRES L. KALIFA, JR.**

STATE OF TEXAS
COUNTY OF HIDALGO:
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED 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 PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____DAY OF_____ 2016.

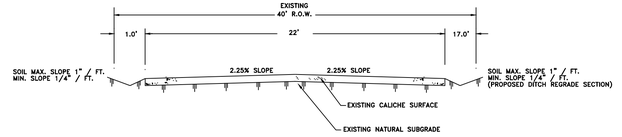
_____ MY COMMISSION EXPIRES_____
NOTARY PUBLIC



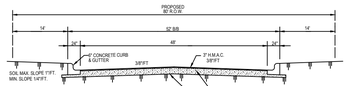
TYPICAL WATER METER BOX INSTALLATION



TYPICAL WATER SERVICE INSTALLATION

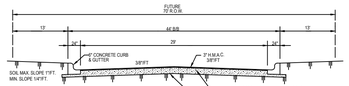


EXISTING MILE 6 1/2 NORTH ROAD SECTION
NOT TO SCALE



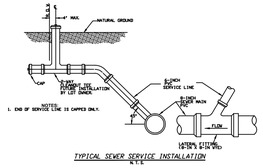
PROPOSED MILE 6 1/2 ROAD NORTH STREET CROSS SECTION
SCALE: N.T.S.

CITY WILL REQUIRE ESCROW MONIES FOR PAVING & DRAINAGE IMPROVEMENTS PRIOR TO RECORDING.



PROPOSED BRAZOS AVENUE STREET CROSS SECTION
SCALE: N.T.S.

CITY WILL REQUIRE ESCROW MONIES FOR PAVING & DRAINAGE IMPROVEMENTS PRIOR TO RECORDING.



TYPICAL SEWER SERVICE INSTALLATION
N.T.S.

PENA ENGINEERING
1001 W. WHITEWING P.O. BOX 4320
McALLEN, TEXAS 78501
TEL: 956-682-8812 TBPE: F-4950
FAX: 956-631-7362 TBPS: F-10087200

SHEET	INDEX-NORTH ARROW-SCALE-HEADING-LEGAL DESCRIPTION-LOCATION MAP AND ETJ NOTICE-MAIN CONTACTS SUBDIVISION LAYOUT-LEGAL-NOTES-OWNER DEDICATION, CERTIFICATION, AND ATTESTATION-HEALTH DEPT. CERTIFICATION-NOTARY PUBLIC-ENGINEER & SURVEYOR CERTIFICATE-CITY CERTIFICATION-DRAINAGE & IRRIGATION DISTRICT DEDICATION-COUNTY CERTIFICATE-COUNTY CLERK'S CERTIFICATE-REVISION NOTE.
1	
2	FINAL ENGINEERING REPORT FOR WATER & SANITARY SEWER (ENGLISH+SPANISH)+LEGEND-DRAINAGE REPORT -TOPOGRAPHY & DRAINAGE LAYOUT- UTILITY LAYOUT-SUBDIVIDER CERTIFICATE & STATEMENT-ESTIMATE-ROAD SECTION-DETAILS-REVISION NOTE-SHEET NUMBER.

NO	DATE	BY	REVISION
1	11/28/16	AG	ADDED ENGINEER'S SEAL

WATER/SEWER DESIGN, TOPOGRAPHY & DRAINAGE LAYOUT
MAPA DE DISENO DE AGUA/OSSF, TOPOGRAFIA Y DRENAJE
OF

LOMA PRIETA SUBDIVISION

McALLEN, TEXAS

ALL OF LOT 3, RESUBDIVISION OF LOTS 164-171 INCLUSIVE OF PRIDE O' TEXAS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP RECORDED IN VOLUME 7, PAGE 48, MAP RECORDS, OF HIDALGO COUNTY, TEXAS.

SHEET 2 OF 2

MAIN CONTACT INFORMATION	NAME	ADDRESS	CITY, STATE, & ZIP	PHONE	FAX
OWNER(S)	ANDRES L. KALIFA	2720 GRAMBLING AVE.	McALLEN, TEXAS 78504	(956) 581-9156	
ENGINEER	ARTURO GARCIA, JR	1001 WEST WHITEWING	McALLEN, TEXAS 78501	(956) 682-8812	(956) 631-7362
SURVEYOR	PABLO PENA III	1001 WEST WHITEWING	McALLEN, TEXAS 78501	(956) 682-8812	(956) 631-7362

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: 1-24-2017

PROPOSED **EDUARDO'S NO. 16** SUBDIVISION, PRECINCT No. **3.**

ENGINEER: **IZAGUIRRE ENGINEERING GROUP, LLC.** DEVELOPER: **INGRID IZAGUIRRE**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **18** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST SIDE OF TROSPER ROAD APPROXIMATELY 2,765 FEET NORTH OF MILE 3 NORTH ROAD (F.M. 1924)**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **MISSION** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-09-2016** PROPERTY LIES WITHIN FLOOD ZONE: **"C "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY A STORM SEWER PIPE SYSTEM CONNECTING TO AN EXISTING 30" STORM SEWER LINES THAT DISCHARGES ONTO LINDA VISTA DRAIN. DETENTION WILL BE ACCOMPANIED BY SLOPING THE EAST SIDE LINDA VISTA DRAIN DITCH.**

DISTANCE TO A DRAIN DITCH: **APPROXIMATELY 1,100 FEET WEST OF SUBDIVISION.**

ROAD R.O.W. DEDICATION: **20.00 FEET ON TO TROSPER ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **12-20-2016** By, **VICTOR GALLARDO, PCT. 3** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **N/A** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: **MISSION** LINE SIZE: **8"** LOCATION: **TROSPER ROAD.**

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **8"** LOCATION: **TROSPER ROAD.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **12-22-2016** : 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* **MISSION**.

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

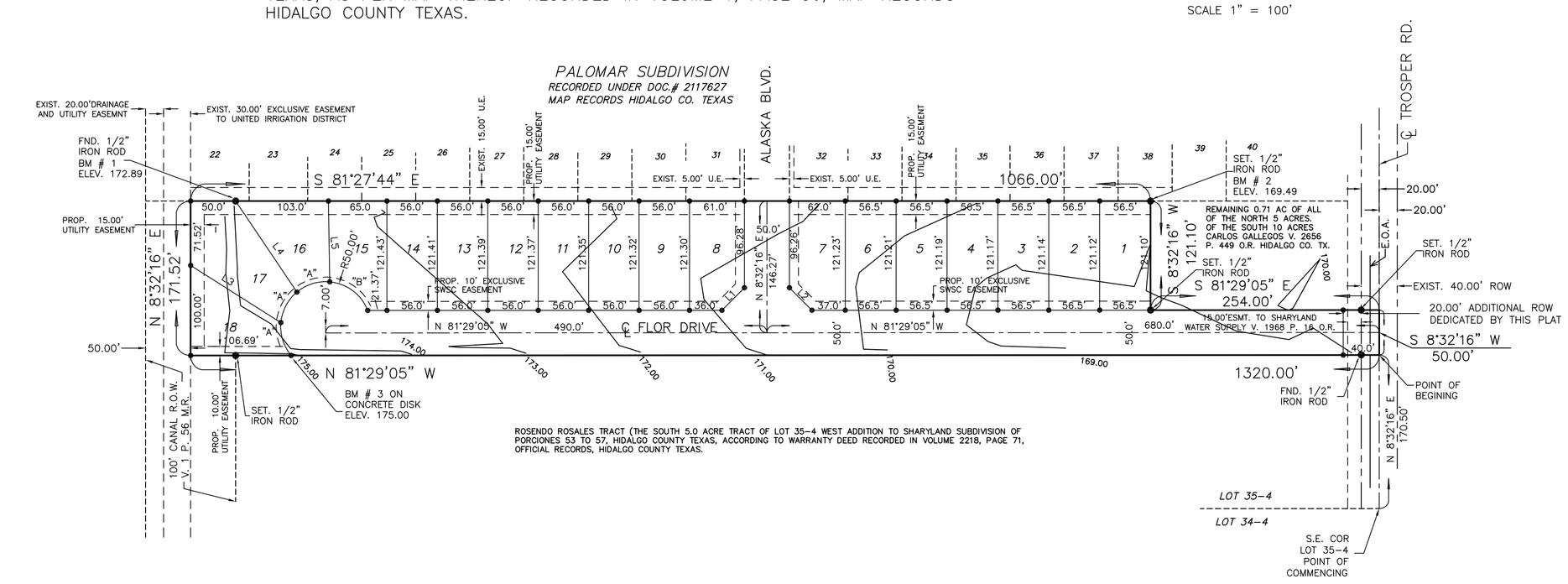
* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

SUBDIVISION PLAT OF
EDUARDOS SUBDIVISION No. 16

A 4.48 ACRE TRACT OF LAND OUT OF THE NORTH 5 ACRES, OF THE SOUTH 10 ACRES OF LOT 35–4 WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS HIDALGO COUNTY TEXAS.

METES AND BOUNDS

A 4.48–acre tract of land out of the North 5.00 acres of the South 10 acres of Lot 35–4, WEST ADDITION TO SHARYLAND SUBDIVISION, Hidalgo County, Texas, as per map thereof recorded in Volume 1 Page 56 of the Map Records of said County; said 4.29 acres being more particularly described by metes and bounds as follows:
Commencing at the Southeast corner of said Lot, the East line of said Lot, the centerline of Trosper Road North 08°–32'–16" East 170.50 feet to the Southeast corner hereof and PLACE OF BEGINNING;
1. Thence with the North line of Rosendo Rosales' Tract as described in Volume 2218 Page 71 Official Records, North 81°–29'–05" West, at 20.00 feet found a one–half (1/2) inch diameter iron rod at the West Right of Way of Trosper Road, at 1320.00 feet in all to a one–half (1/2) inch diameter iron rod set for the Southwest corner hereof;
2. Thence 50.0 feet towards East and parallel from the West line of a 100 foot Canal Right of Way recorded in Volume 1 Page 56 Map Records of said County, North 08°–32'–16" East 171.52 feet to a one–half (1/2) inch diameter iron rod set for the Northwest corner hereof;
3. Thence with the South line of Palomar Subdivision recorded in Document Number 2117627 Map Records, South 81°–27'–44" East 1066.00 feet to a one–half (1/2) inch diameter iron rod set for the most Northerly Northeast corner hereof,
4. Thence parallel with the East line of said Lot 35–4, South 08°–32'–16" West 121.10 feet to a one–half (1/2) inch diameter iron rod set for an inside corner hereof;
5. Thence South 81°–29'–05" East, at 234.00 feet set a one–half(1/2) inch diameter iron rod at the West Right of Way of said Road, at 254.00 feet in all to the most Southerly Northeast corner hereof;
6. Thence with the East line of said Lot, the centerline of Trosper Road, South 08°–32'–16" West 50.00 feet to the PLACE OF BEGINNING, containing Four and fourty–eight hundredths (4.48) acres, more or less;



SCALE 1" = 100'



LOCATION MAP SCALE= 1":2000'

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, DIANA LAURA IZAGUIRRE, OWNER OF THE 4.48 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EDUARDO'S SUBDIVISION No. 16, 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;
(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.

_____ _____
DIANA LAURA IZAGUIRRE DATE
LAS DIANAS LAND DEVELOPMENT, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared DIANA LAURA IZAGUIRRE proved to me through her Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2017.

DAISY BONILLA
MY COMMISSION EXPIRES
August 02, 2017

_____
NOTARY PUBLIC– STATE OF TEXAS

THIS PLAT IS HEREBY APPROVED BY UNITED DISTRICT ON THIS THE _____ DAY OF _____, 2017.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON UNITED IRRIGATION DISTRICT RIGHT OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MAY HAVE WHETHER SHOWN OR NOT.

ATTEST: _____ _____
PRESIDENT SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the EDUARDO'S SUBDIVISION No. 16 was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

_____ _____
Hidalgo County Judge date

ATTEST: _____ _____
Hidalgo County Clerk date

NOTE:
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 NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____

BY:_____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF EDUARDO'S SUBDIVISION No. 16 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS
GILBERTO A. GRACIA
62477
REGISTERED PROFESSIONAL ENGINEER

_____
GILBERTO A. GRACIA
REGISTERED PROFESSIONAL ENGINEER No. 62477
IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE EDUARDO'S SUBDIVISION No. 16, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON _____

STATE OF TEXAS
ALFONSO QUINTANILLA
4856
REGISTERED PROFESSIONAL LAND SURVEYOR

_____ _____
ALFONSO QUINTANILLA DATE
R.P.L.S. No. 4856

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "C" AREAS OF MINIMAL FLOODING, COMMUNITY–PANEL NUMBER 480334 0400 C. EFFECTIVE DATE: NOVEMBER 16, 1982.

2.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 1 – 18.

3.– MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4.– LEGEND –● DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

5.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

6.– MINIMUM BUILDING SETBACK LINES:
FRONT .....25.00'
FRONT GARAGE.....18.00'
REAR.....15.00'
SIDE.....6.00'
SIDE CORNER.....10.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES

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 –– CUBIC FEET (0.––– 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.4.

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. 1 ELEV. 172.89 AT A IRON ROD LOCATED ON THE NORTHWEST CORNER OF LOT 16 OF THIS DEVELOPMENT N.A.V.D. 88 DATUM.
B.M. 2 ELEV. 169.49 AT A IRON ROD LOCATED AT THE MOST NORTHERN NORTHEAST CORNER OF THIS DEVELOPMENT. N.A.V.D. 88 DATUM.
B.M. 3 ON CONCRETE DISK ELEV. 175.00 AT THE SOUTHEAST CORNER OF LOT 18. N.A.V.D. 88 DATUM.

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 IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT ITS EXPRESS WRITTEN APPROVAL.

12.– NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR 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 UNITED IRRIGATION DISTRICT.

13.– NO PERMANENT STRUCTURE, UTILITY POLE, HOLE, WALL, FENCE, DRIVEWAY OR ROAD WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY UNITED IRRIGATION DISTRICT. ANY UNAUTHORIZED STRUCTURE WITHIN THE EASEMENT BOUNDARY IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE..

14.– NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM UNITED IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE.

15.– AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO RESIDENTIAL HOMES PRIOR TO RECEIVING A FINAL CLEARANCE FOR WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

16. THE RESIDENTIAL LOTS SHOULD REFLECT SERVICE BY A 3/4" METER.

17. 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.

18.– 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.

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 53°31'35" W	35.36'
L2	N 36°28'25" W	35.35'
L3	N 49°07'19" W	118.56'
L4	N 25°23'35" W	121.79'
L5	S 07°34'02" W	89.68'

LOT No.	AREA (S.F.)	AREA (AC)
1	6,842.78	0.1571
2	6,844.04	0.1571
3	6,845.29	0.1571
4	6,846.55	0.1572
5	6,847.81	0.1572
6	6,849.06	0.1572
7	7,204.72	0.1654
8	7,086.16	0.1627
9	6,793.50	0.1560
10	6,794.74	0.1560
11	6,795.97	0.1560
12	6,797.21	0.1560
13	6,798.44	0.1561
14	6,799.68	0.1561
15	6,836.73	0.1569
16	6,752.20	0.1550
17	8,908.48	0.2045
18	6,955.00	0.1597

CURVE	DELTA	RADIUS	LENGTH
"A"	45°00'00"	50.00'	39.27'
"B"	63°38'36"	50.00'	55.54'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

EDUARDO'S SUBDIVISION No. 16 IS LOCATED IN WEST HIDALGO COUNTY, ON THE WEST SIDE OF TROSPER ROAD, APPROXIMATELY 2765.0 FEET NORTH OF MILE 3 NORTH ROAD (FM 1924) AND TROSPER ROAD INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 77,058). EDUARDO'S SUBDIVISION No. 16 LIES APPROXIMATELY 0.52 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY OF MISSION'S FIVE–MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PCT. NO. 3.

PLANNING & ZONING COMMISSION ACKNOWLEDGMENT

THIS PLAT OF EDUARDO'S SUBDIVISION No. 16 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20___.

_____
CHAIRMAN

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF EDUARDO'S SUBDIVISION No. 16 WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

_____ _____
MAYOR OF CITY OF MISSION DATE

ATTEST: _____ _____
CITY SECRETARY DATE

INDEX OF SHEETS

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SHEET 2.– WATER DISTRIBUTION MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT.

SHEET 3.– DETAIL SHEET

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SHEET 5.– PAVING DISTRIBUTION AND 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.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	DIANA LAURA IZAGUIRRE	7413 N. LA HOMA RD	MISSION, TEXAS 78574	(956)240–3246	(956)585–0190
ENGINEER:	GILBERTO A. GRACIA	7413 N. LA HOMA	MISSION, TEXAS 78574	(956)584–0554	(956)584–0190
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TEXAS 78539	(956)381–6480	(956)381–0527

IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION TX, 78574
CONSULTING ENGINEERS
F–10214
TEL. (956) 584–0554
FAX. (956) 584–0554

SHEET NO. 1 OF 5 SHEETS

FILENAME : K:\PROJECT\SUBDIVISIONS\EDUARDO'S No.16\PLAT

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
DEC 4, 2016	M.G.	D. L. I.	G.A.G.
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
JAN 4, 2017	G.A.G.	G.A.G.	G.A.G.

NO.	SHEET	REVISION	DATE	APPROVED

ALL WATERLINE CONSTRUCTION SHALL REFERENCE SHARYLAND WATER SUPPLY COMPANY CONSTRUCTION STANDARDS. CONTRACTOR SHALL REFERENCE SHARYLAND WATER SUPPLY COMPANY STANDARD DETAILS WHENEVER CONFLICTS ARISE.

FINAL ENGINEERING REPORT FOR EDUARDO'S SUBDIVISION No. 16:
BY GILBERTO A. GRACIA

WATER SUPPLY: Description and Costs.

WATER SUPPLY:
EDUARDO'S SUBDIVISION No. 16 WILL BE PROVIDED WITH POTABLE WATER BY THE WATER COMPANY OF SHARYLAND WATER SUPPLY COMPANY (S.W.S.C.),P THE SUBDIVIDER AND COMPANY S.W.S.C. SIGNED A CONTRACT BY WHICH,THE SUBDIVISION WILL RECEIVE SUFFICIENT WATER PROVISION FOR AT LEAST 30 YEARS AND S.W.S.C. HAS PROVIDED SUFFICIENT DOCUMENTATION TO 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 8" DIAMETER LINE RUNNING ALONG THE WEST SIDE OF TROSPER RD.

THE WATER SYSTEM FOR EDUARDO'S SUBDIVISION No. 16 CONSISTS OF A 8" DIAMETER WATER LINE THAT TAPS INTO THE EXISTING LINE OF 8" DIAMETER THAT RUNS ALONG THE WEST SIDE OF TROSPER ROAD. THE PROPOSED 8" DIAMETER LINE RUNS TOWARDS THE WEST APPROXIMATELY 1210 FEET ON THE NORTH SIDE OF PIME LANE TO A 2" FLUSH VALVE, THERE IS ALSO A PROPOSED 8" DIAMETER LINE THAT RUNS NORTH ON THE WEST SIDE OF LOT 7 LOCATED ON THE EAST SIDE OF ALASKA ROAD WHERE IT TIES INTO AN EXISTING 8" DIAMETER LINE.

FROM THE 8" DIAMETER WATER LINE, EIGHT (8) DOUBLE SERVICES OF 1" AND TWO (2) SINGLE SERVICE OF 1" OF DIAMETER ARE COMING OUT OF THIS LINE. SAID SERVICES TERMINATE AT THE WATER METERS OF EACH LOT FOR A TOTAL OF EIGHTEEN (18) WATER SERVICES. THE 8" DIAMETER LINE, THE DOUBLE SERVICES LINES, AND THE WATER METER BOXES WILL BE INSTALLED AT A TOTAL COST OF $24,523.56 OR $1,362.42 PER LOT. IN ADDITION THE SUBDIVIDER WILL PAY S.W.S.C. THE AMOUNT OF $19,253.88 WHICH COVERS THE $1,069.66 COST PER LOT STATED IN THE 30 YR WATER SERVICE AGREEMENT. WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUICITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO S.W.S.C. UPON REQUEST BY THE LOT OWNER, S.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 2 FIRE HYDRANTS AT A UNIT COST OF $1,500.00 FOR A TOTAL COST OF $3,000.00. 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.

SANITARY SEWAGE DESCRIPTION AND EXPENSES:

EDUARDO'S SUBDIVISION No. 16 SUBDIVISION WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF MISSION. THE SUBDIVIDER AND CITY OF MISSION HAVE ENTERED INTO A CONTRACT IN WHICH CITY OF MISSION HAS PROMISED TO TREATE THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND CITY OF MISSION HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

CITY OF MISSION HAS AN EXISTING 8" DIAMETER SEWER LINE RUNNING ALONG THE WEST SIDE OF THE RIGHT-OF-WAY OF ALASKA ROAD.

THE SANITARY SEWAGE SYSTEM OF EDUARDO' S SUBDIVISION No. 16 CONSISTS OF A PROPOSED 8" DIAMETER SEWER LINE THAT TAPS INTO THE EXISTING LINE OF 8" DIAMETER THAT RUNS WITHIN THE ALASKA RD ROW. THE PROPOSED 8" DIAMETER LINE RUNS TOWARDS THE WEST APPROXIMATELY 502 FEET AND IT ALSO RUNS TOWARDS THE EAST 430 FEET. SANITARY SERVICES TERMINATE AT THE SEWER METERS OF EACH LOT FOR A TOTAL OF EIGHTEEN (18) SANITARY SEWER SERVICES.

THE 8" LINE, 4'SERVICE LINE AND FOUR (4) SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $22,458.96 OR $1,247.72 PER LOT. IN ADDITION,
THE SUBDIVIDER HAS PAID CITY OF MISSION THE SUM OF $9,050.04 WHICH COVERS THE $502.78 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 MISSION. THE ENTIRE WASTEWATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY CITY OF MISSION AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $43,777.44 WHICH EQUALS TO $2,432.08 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $31,509.18 WHICH EQUALS TO $1,750.51 PER LOT.

STATE OF TEXAS · GILBERTO A. GRACIA · 62477 · REGISTERED · PROFESSIONAL · ENGINEER

GILBERTO A. GRACIA–P.E. No. 62477

This seal appearing on this document was authorized by Gilberto A. Gracia, P.E. No. 62477 on the above designated date.

EDUARDO'S SUBDIVISIÓN No. 16.
POR: GILBERTO A. GRACIA

PROVISIÓN DE AGUA: DESCRIPCIÓN, Y GASTOS.

EDUARDO'S SUBDIVISIÓN No. 16 SERÁ PROVISTA DE AGUA POTABLE POR LA COMPAÑÍA DE SHARYLAND WATER SUPPLY COMPANY (S.W.S.C.). EL SUBDIVIDOR Y LA COMPAÑÍA DE AGUA, S.W.S.C FIRMARON UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ PROVISIÓN DE AGUA SUFICIENTE POR LOS PRÓXIMOS 30 AÑOS Y AGUA SUD PRESENTO SUFICIENTE DOCUMENTACIÓN PARA ESTABLECER A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ABASTECIDA PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

S.W.S.C TIENE UNA LÍNEA DE 8" DE DIÁMETRO EXISTENTE, CORRIENDO POR EL LADO OESTE DE LA CALLE TROSPER RD.

EL SISTEMA EXISTENTE DE AGUA PARA EDUARDO'S No. 16 CONSISTE DE UNA LÍNEA DE AGUA DE 8" DE DIÁMETRO QUE SE CONECTA CON LA LÍNEA EXISTENTE DE 8" DE DIÁMETRO QUE CORRE EN EL LADO OESTE DE LA CALLD TROSPER ROAD, LA LÍNEA PROPUESTA DE 8" DE DIÁMETRO CORRE HACIA EL OESTE APROXIMADAMENTE 1210 PIES POR EL LADO NORTE DE LA CALLE PIME LANE HACIA UNA VALVULA DE 2", TAMBIEN EXISTE UNA LINEA PROPUESTA DE 8" DE DIAMETRO QUE CORRE POR EL LADO OESTE DE EL LOTE 7 LOCALIZADO EN EL LADO ESTE DE LA CALLE ALASKA EN DONDE SE CONECTA A UNA LINEA EXISTENTE DE 8" DE DIAMETRO.

DE LA LÍNEA DE 8" DE DIÁMETRO SE DESPRENDEN OCHO (8) SERVICIOS DOBLES DE 1" DE DIÁMETRO Y DOS (2) SERVICIOS SENCILLOS DE 1" DE DIAMETRO, QUE VAN HACIA LOS MEDIDORES DE CADA LOTE. PARA UN TOTAL DE DIEZ Y OCHO (18) SERVICIOS DE AGUA. LA LÍNEA DE 8" DE DIÁMETRO, LAS LÍNEAS DE SERVICIOS DOBLES DE 1", Y LAS CAJAS DE LOS MEDIDORES SE INSTALARAN A UN COSTO TOTAL DE US $24,523.56 DE LOS CUALES SE CUBRÓ US $1,362.42 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN PAGO ADICIONALMENTE A AGUA SUD LA CANTIDAD DE $19,253.88 O $ 1,069.66 POR LOTE DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE QUE CUBRE EL MEDIDOR DE AGUA, (INCLUYENDO COSTOS DE LA INSTALACIÓN DE CADA MEDIDOR, TARIFAS DE CONEXIÓN Y MEMBRESIAS). CUANDO EL DUEÑO DEL SOLAR SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA AGUA SUD INSTALARA EL MEDIDOR SIN COSTO ALGUNO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 2 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 1,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $3,000.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN DE EDUARDO'S SUBDIVISION No. 16 RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE LA CIUDAD DE MISSION. EL DUEÑO DE LA SUBDIVISIÓN Y LA CIUDAD DE MISSION HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. LA CIUDAD DE MISSSION HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA EDUARDO'S SUBDIVISION No. 16 CONSISTE DE UN CONDUCTO DE DRENAJE DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CALLE ALASKA ROAD.

EL DRENAJE SANITARIO DE EDUARDO'S SUBDIVISIÓN No. 16 CONSISTE DE UNA LINEA DE 8" DE DIAMETRO QUE SE CONECTARA A LA LINEA EXISTENTE QUE CORRE DENTRO DEL DERECHO DE VIA DE LA CALLE ALASKA RD. LA LINEA PROPUESTA DE 8" DE DIAMETRO CORRE HACIA EL OESTE APROXIMADAMENTE 502 PIES Y TAMBIEN CORRE HACIA EL LADO ESTE 430 PIES. DE ESTAS LÍNEAS DE DRENAJE SANITARIO DE 8 PULGADAS DIEZ Y OCHO (18) LÍNEAS DE SERVICIO DE 4 PULGADAS SERÁN EXTENDIDAS HA CADA LOTE.

LA LÍNEAS DE 8 PULGADAS, DE 4 PULGADAS Y CUATRO (4) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $22,458.96 O $1,247.72 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA CIUDAD DE MISSION UN COSTOADDICIONAL DE $9,050.04 O $502.78 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO

CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 43,777.44 $ 2,432.08 POR LOTE

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $31,509.18 O $1,750.51 POR LOTE.

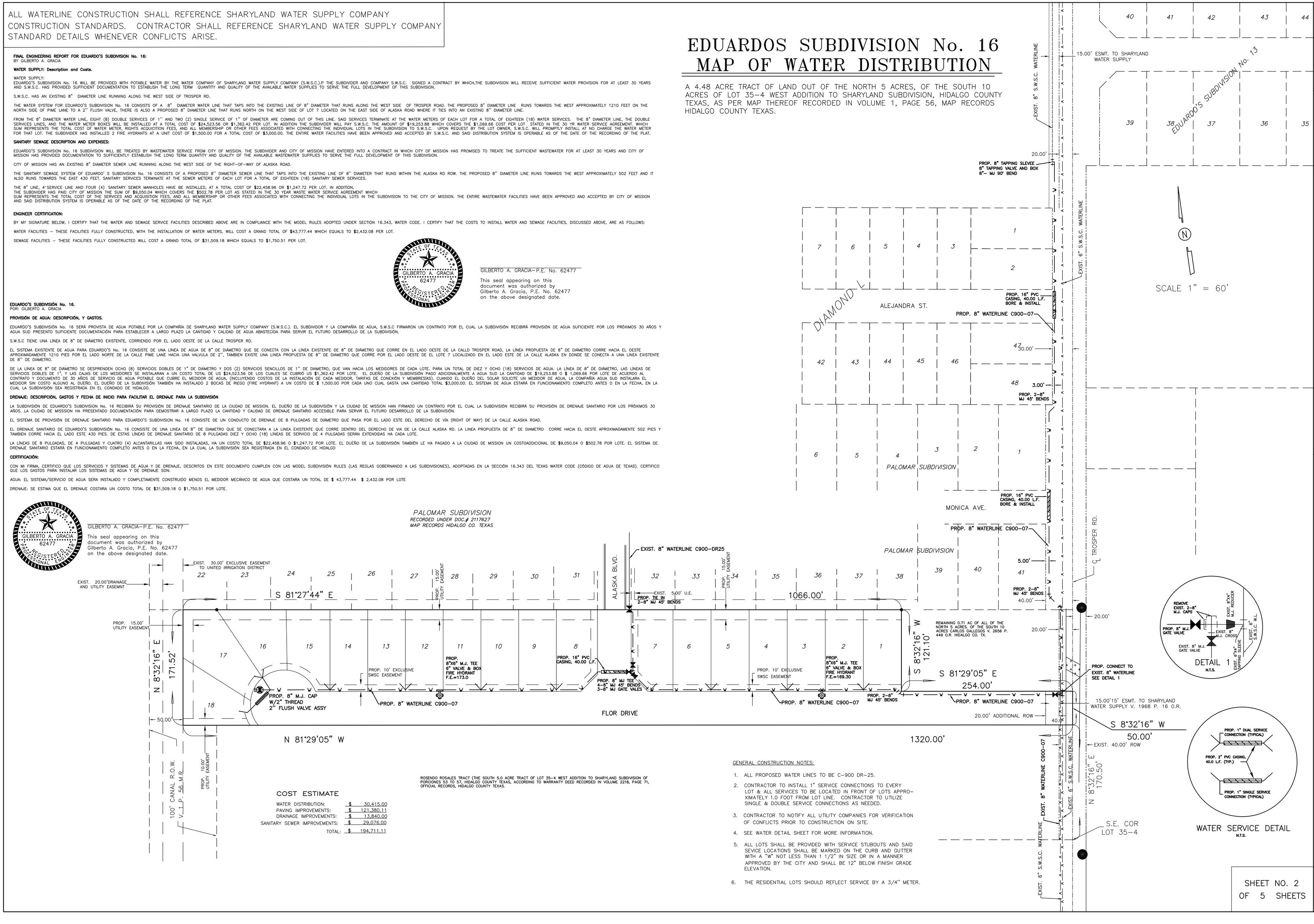
STATE OF TEXAS · GILBERTO A. GRACIA · 62477 · REGISTERED · PROFESSIONAL · ENGINEER

GILBERTO A. GRACIA–P.E. No. 62477

This seal appearing on this document was authorized by Gilberto A. Gracia, P.E. No. 62477 on the above designated date.

EDUARDOS SUBDIVISION No. 16
MAP OF WATER DISTRIBUTION

A 4.48 ACRE TRACT OF LAND OUT OF THE NORTH 5 ACRES, OF THE SOUTH 10 ACRES OF LOT 35–4 WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS HIDALGO COUNTY TEXAS.



ROSENDO ROSALES TRACT (THE SOUTH 5.0 ACRE TRACT OF LOT 35–4 WEST ADDITION TO SHARYLAND SUBDIVISION OF PORCIONES 53 TO 57, HIDALGO COUNTY TEXAS, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2218, PAGE 71, OFFICIAL RECORDS, HIDALGO COUNTY TEXAS.

COST ESTIMATE

WATER DISTRIBUTION:	$ 30,415.00
PAVING IMPROVEMENTS:	$ 121,380.11
DRAINAGE IMPROVEMENTS:	$ 13,840.00
SANITARY SEWER IMPROVEMENTS:	$ 29,076.00
TOTAL:	$ 194,711.11

GENERAL CONSTRUCTION NOTES:

1. ALL PROPOSED WATER LINES TO BE C–900 DR–25.
2. CONTRACTOR TO INSTALL 1" SERVICE CONNECTIONS TO EVERY LOT & ALL SERVICES TO BE LOCATED IN FRONT OF LOTS APPROXIMATELY 1.0 FOOT FROM LOT LINE. CONTRACTOR TO UTILIZE SINGLE & DOUBLE SERVICE CONNECTIONS AS NEEDED.
3. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF CONFLICTS PRIOR TO CONSTRUCTION ON SITE.
4. SEE WATER DETAIL SHEET FOR MORE INFORMATION.
5. ALL LOTS SHALL BE PROVIDED WITH SERVICE STUBOUTS AND SAID SEVICE LOCATIONS SHALL BE MARKED ON THE CURB AND GUTTER WITH A "W" NOT LESS THAN 1 1/2" IN SIZE OR IN A MANNER APPROVED BY THE CITY AND SHALL BE 12" BELOW FINISH GRADE ELEVATION.
6. THE RESIDENTIAL LOTS SHOULD REFLECT SERVICE BY A 3/4" METER.

PREPARED BY ____ CHECKED BY ____ SHEET ____

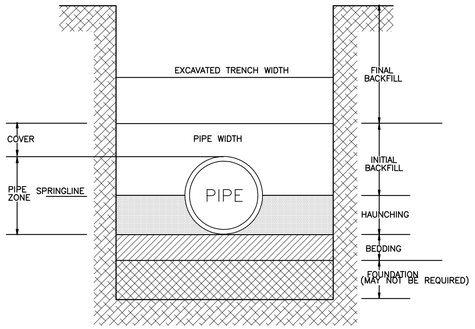
EDUARDOS SUBDIVISION No. 16

WATER DISTRIBUTION LAYOUT

IZAGUIRRE ENGINEERING GROUP, LLC.
CONSULTING ENGINEERS
F–10214
TEL. (956) 584–0554
FAX. (956) 584–0554
7413 N. LA HOMA
MISSION TX. 78574

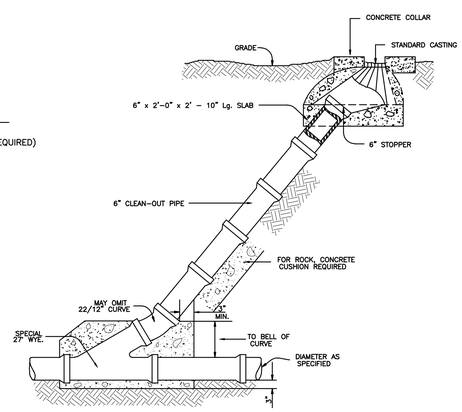
EDUARDOS SUBDIVISION No. 16

DETAIL SHEET



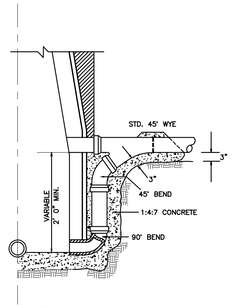
SANITARY SEWER PIPE EMBEDMENT DETAIL

(NOT TO SCALE)



STANDARD CLEAN-OUT

(NOT TO SCALE)

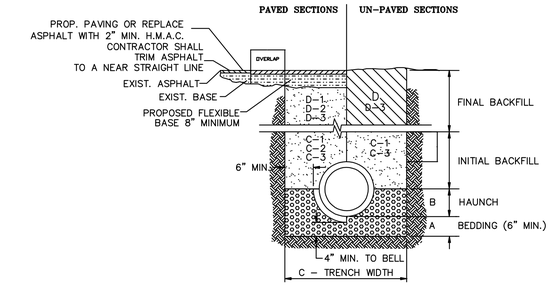


STANDARD DROP CONNECTION TO MANHOLE

TO BE USED WITH NEW OR EXISTING MANHOLES
(NOT TO SCALE)

THRUST BLOCK SIZE			
DIAMETER OF PIPE INCHES	SURFACE AREA SQ. FT.	THICKNESS INCHES	WEIGHT AT VERTICAL BENDS – LBS
22–1/2° BENDS			
6 OR LESS	2	8	1,700
8	3	12	3,000
10	3.5	12	4,500
12	4	14	6,600
14	5	18	9,000
16	6	18	11,800
45° BENDS			
6 OR LESS	4	12	3,200
8	5	14	5,800
10	6	18	9,000
12	7	18	13,000
14	8	24	17,000
16	11.5	24	23,200
90° BENDS			
6 OR LESS	6	12	6,000
8	8	15	10,700
10	10	18	16,700
12	12	18	24,000
14	18	24	32,600
16	21	24	42,700
TEES & DEAD ENDS			
6 OR LESS	3	12	—
8	4	15	—
10	6	18	—
12	8.5	18	—
14	11.5	24	—
16	15	24	—

NOTE:
ALL VALUES SHOWN ARE MINIMUM FOR A HYDROSTATIC PRESSURE OF 150 P.S.I. AND A SOIL RESISTANCE OF 2,000 LBS/SQ. FT. WITH PIPE LINE A MINIMUM OF 2 FT. OF COVER



STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. COMPACTED THICKNESS = 6") – PIT RUN GRAVEL 2" MAX SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12". MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C–1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS, COUNTY ROADS & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C–2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C–3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

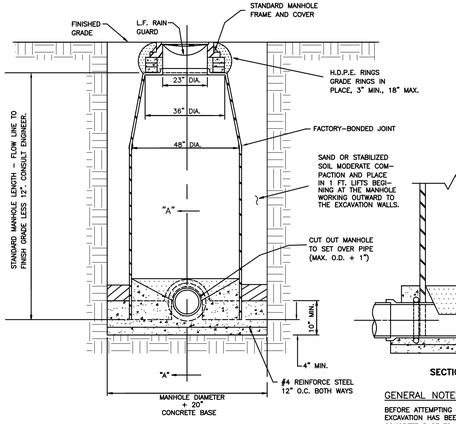
D. FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% S.P.D. (12" LOOSE LIFT, MECHANICAL COMPACTION).

D–1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS– SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D–2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

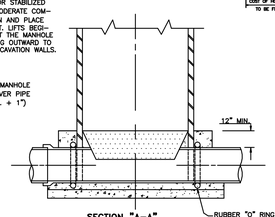
D–3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL. STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL. FOUNDATION PREPARATION (WELLPOINTS, MINIMUM 4" GRAVEL OR CEMENTS STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".

NOTES: 1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. FOR D–1 AND D–2 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE.
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF THE TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.



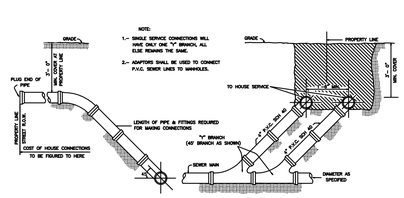
TYP. FIBERGLASS MANHOLE INSTALLATION

(NOT TO SCALE)



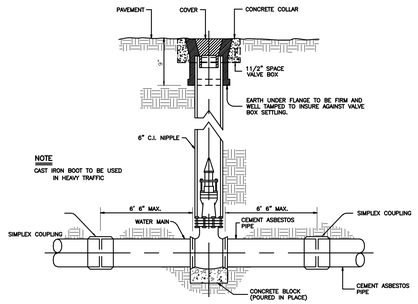
GENERAL NOTES:

BEFORE ATTEMPTING TO INSTALL ANY MANHOLE BE SURE EXCAVATION HAS BEEN SHORED PROPERLY.
CONCRETE BASE TO BE POURED IN PLACE IN TRENCH.
MANHOLE CUT–OUT TO BE MADE AT TIME OF INSTALLATION.
MANHOLE TO BE INSTALLED BY INSERTING INTO WET CONCRETE BASE
FUTURE CONNECTIONS: IF A SEALANT BETWEEN PIPE AND MANHOLE IS NEEDED USE STAUFFER CHEMICAL "SWS940RTV" SILICONE SEALANT OR EQUAL.



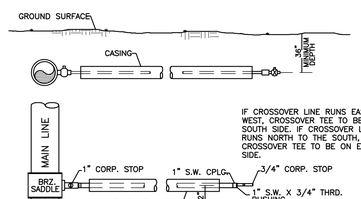
DUAL SEWER SERVICE CONNECTION

(NOT TO SCALE)



TYPICAL VALVE & BOX INSTALLATION

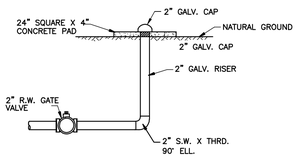
(NOT TO SCALE)



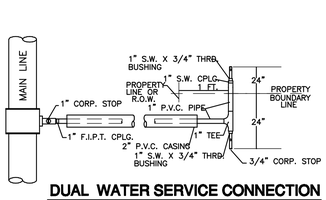
IF CROSSOVER LINE RUNS EAST TO WEST, CROSSOVER TEE TO BE ON SOUTH SIDE. IF CROSSOVER LINE RUNS NORTH TO THE SOUTH, CROSSOVER TEE TO BE ON EAST SIDE.

SINGLE WATER SERVICE CONNECTION

(NOT TO SCALE)

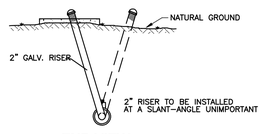


SIDE VIEW



DUAL WATER SERVICE CONNECTION

(NOT TO SCALE)

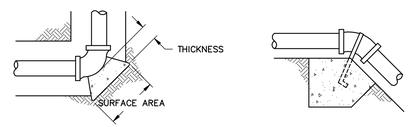


END VIEW

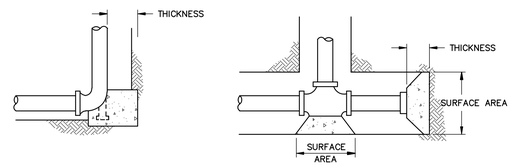
NEW STYLE FLUSH VALVE INSTALLATION

(NOT TO SCALE)

NOTE:
ALL WATER LINES AND SERVICES MUST BE LOCATED ABOVE THE SEWER MAINS AND SERVICES.
WATER LINES AND SEWER LINES SEPARATION DISTANCE AS REQUIRED BY TCEQ.



HORIZONTAL BENDS VERTICAL BENDS



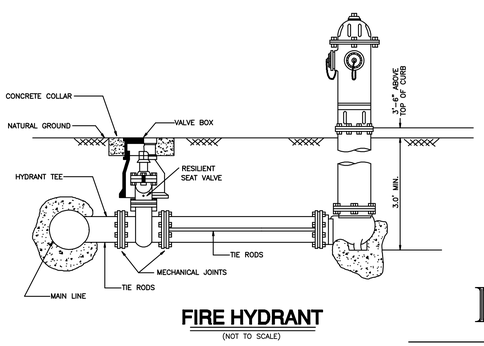
HYDRANT BURYS TEES & DEAD ENDS

THRUST BLOCKS DETAIL



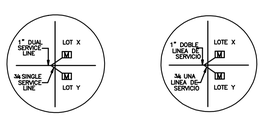
GILBERTO A. GRACIA– P.E. No. 62477

This seal appearing on this document was authorized by Gilberto A. Gracia, P.E. No. 62477 on the above designated date.



FIRE HYDRANT

(NOT TO SCALE)



EXAMPLE METER SET-UP

(NOT TO SCALE)

[W] WATER METER BOX
6" WATER SUPPLY LINE
SERVICE LINES

[W] CAJA DE MEDIDOR DE AGUA
6" LINEA DE AGUA
LINEAS DE SERVICIOS

IZAGUIRRE ENGINEERING GROUP, LLC.

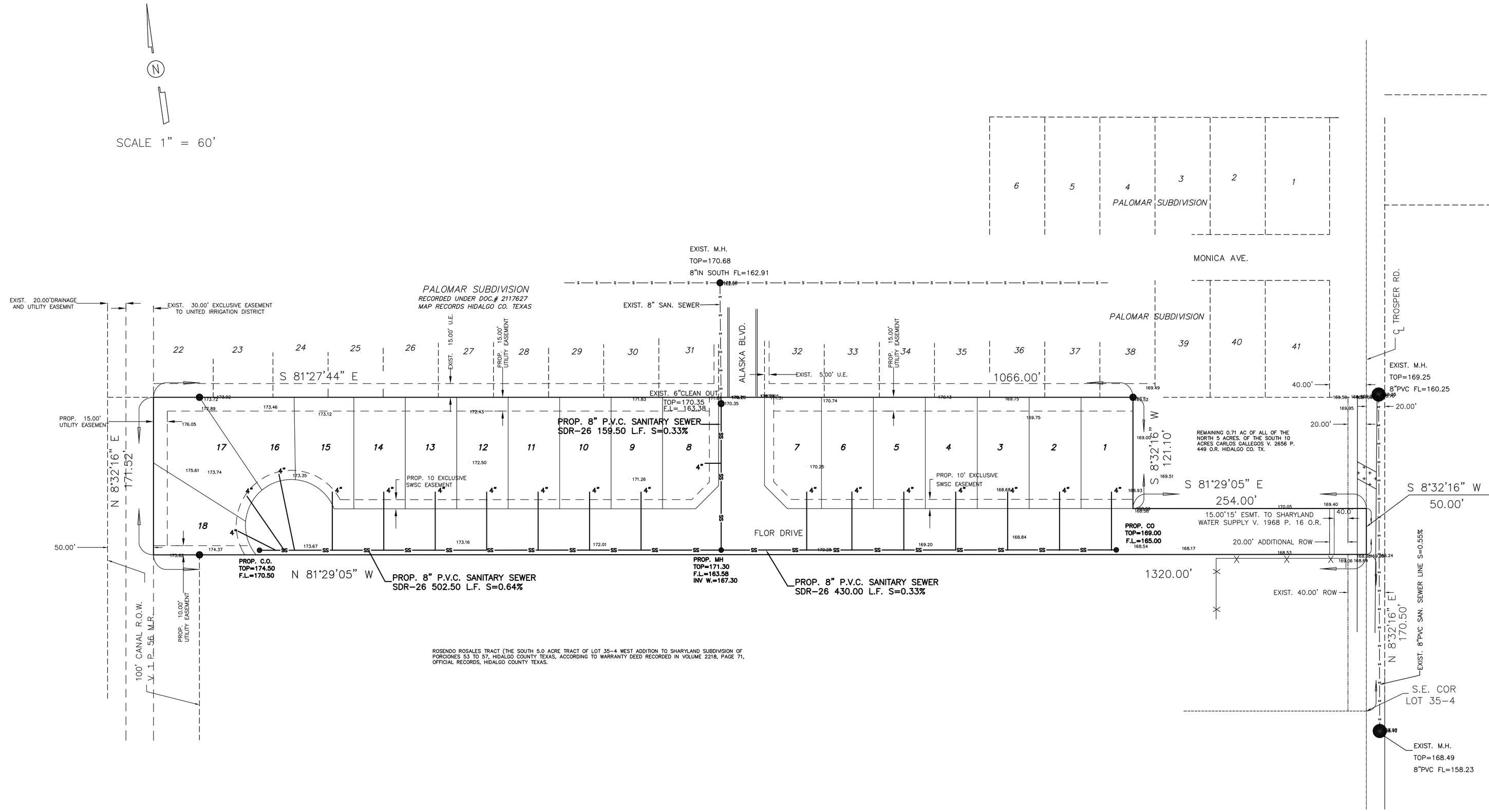
7413 N. LA HOMA ROAD
MISSION TX, 78574

CONSULTING ENGINEERS
F–10214

TEL. (956) 584–0554
FAX (956) 584–0554

SHEET No. 3 OF 5 SHEETS	FILENAME: K:\PROJECT\SUBDIVISIONO\EDUARDO'S No.16\WATER–DETAIL SHEET			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	DEC 10, 2016.	D.I.	D. L. I.	G.A.G.
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
	DEC 10, 2016.	D. L. I.	G.A.G.	G.A.G.

No.	SHEET	REVISION	DATE	APPROVED



PREPARED BY

CHECKED BY

SHEET

EDUARDOS SUBDIVISION No. 16

SANITARY SEWER COLLECTION SYSTEM LAYOUT

SHEET NO. 4
OF 5 SHEETS

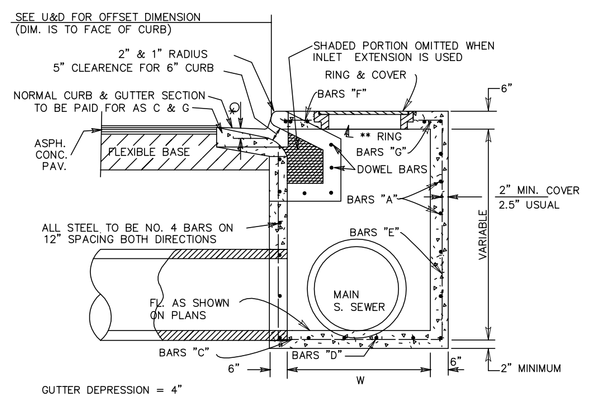
IZAGUIRRE ENGINEERING GROUP, LLC.

CONSULTING ENGINEERS
F-10214

TEL. (956) 584-0554
FAX. (956) 584-0554

7413 N. LA HOMA
MISSION TX, 78574

MAP OF TOPOGRAPHY AND DRAINAGE:



TYPE "A" INLET

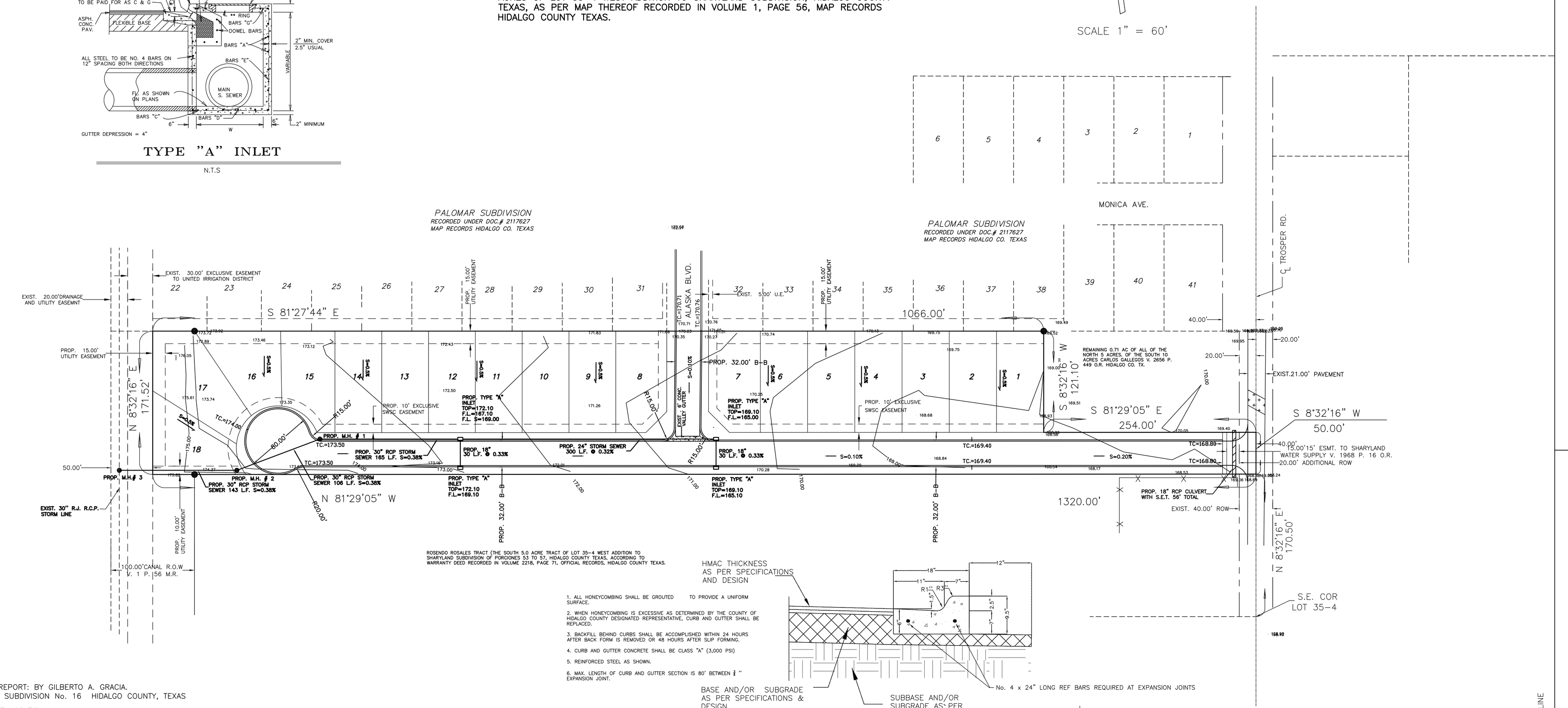
N.T.S

EDUARDOS SUBDIVISION No. 16

A 4.48 ACRE TRACT OF LAND OUT OF THE NORTH 5 ACRES, OF THE SOUTH 10 ACRES OF LOT 35-4 WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS HIDALGO COUNTY TEXAS.

N

SCALE 1" = 60'

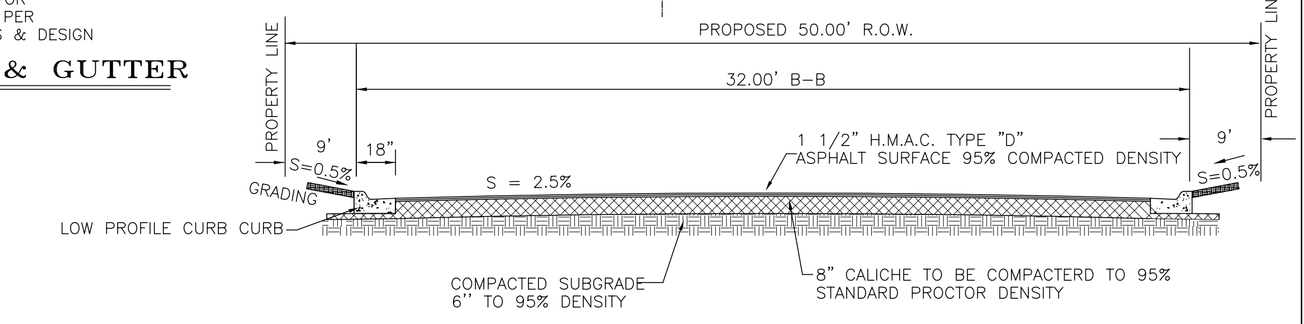


ROSENDO ROSALES TRACT (THE SOUTH 5.0 ACRE TRACT OF LOT 35-4 WEST ADDITION TO SHARYLAND SUBDIVISION OF PORCIONES 53 TO 57, HIDALGO COUNTY TEXAS, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2218, PAGE 71, OFFICIAL RECORDS, HIDALGO COUNTY TEXAS.

1. ALL HONEYCOMBING SHALL BE GROUTED TO PROVIDE A UNIFORM SURFACE.
2. WHEN HONEYCOMBING IS EXCESSIVE AS DETERMINED BY THE COUNTY OF HIDALGO COUNTY DESIGNATED REPRESENTATIVE, CURB AND GUTTER SHALL BE REPLACED.
3. BACKFILL BEHIND CURBS SHALL BE ACCOMPLISHED WITHIN 24 HOURS AFTER BACK FORM IS REMOVED OR 48 HOURS AFTER SLIP FORMING.
4. CURB AND GUTTER CONCRETE SHALL BE CLASS "A" (3,000 PSI)
5. REINFORCED STEEL AS SHOWN.
6. MAX. LENGTH OF CURB AND GUTTER SECTION IS 80' BETWEEN ½" EXPANSION JOINT.

LOW PROFILE CURB & GUTTER

N.T.S



STREET SECTION

DRAINAGE REPORT: BY GILBERTO A. GRACIA.
EDUARDO'S SUBDIVISION No. 16 HIDALGO COUNTY, TEXAS

I. PROJECT LOCATION

This subdivision consists of 18 residential lots located 1/2 mile north of 3 Mile Road (FM 1924) on the west side of Trosper road. Said subdivision, located within the City of Mission's 2-mile ETJ is a 4.48 acre tract out of the north 5 acres of the south 10 acres out of the 35-4, West Addition to Sharylad, Hidalgo County, Texas as per map thereof recorded in Volume 1, Pages 56, of the Hidalgo County Map Records.

II. FLOOD PLAIN

The subject tract is located within "Zone C", in accordance to the federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Community Panel No. 480334 0400 C, Map revised November 16, 1982.

III. SOIL CONDITIONS

A review of the U.S. Soil Conversation Survey of Hidalgo County indicates that the predominant soil of the subject site is classified as Hidalgo-28 (sandy clay loam).

Hidalgo-28 typically consists of a surface layer of dark grayish brown fine sandy clay loam about 17 inches thick. The next soil layer down, from 17 to 28 inches, is brown sandy clay loam. The next soil layer from 28 to 38 inches, is pale brown sandy clay loam. The soil down thereafter to approximately 80 inches is a very pale brown sandy clay loam. This soil; a) is calcareous throughout, b) is well drained, c) has high available water capacity, d) has slow surface runoff, e) has moderate permeability, f) has an overall moderate shrink-swell potential, g) has a slight hazard of soil blowing, and h) has a slight hazard of water erosion. See attached Soil Survey of Hidalgo County, Texas.

IV. EXISTING CONDITIONS

The subject tract is currently undeveloped moderate brush-land. Topographic elevations obtained from the site indicate that the existing terrain has a slight grade to the east approximately (0.35%) Existing runoff from the subject site is by form of sheet runoff flowing overland towards the east where it is intercepted by Trosper Road side ditch system. Said Trosper Roadside ditch system is serviced by the Hidalgo County Drainage District No. 1 drainage ditch network that will ultimately outfall onto the Arroyo Colorado. Additionally, located adjacent to and parallel to the west perimeter of the subject property is an existing 20' drainage & utility easement that outfalls at the Hidalgo County Drainage District No. 1 ditch known as the Linda Vista Outfall. The Rational Method was utilized to determine the existing 10-year frequency event storm water runoff (Qexist=1.83 cfs) for this site.

V. PROPOSED CONDITIONS

Utilizing the 10-year frequency storm event, after development of this subdivision storm water runoff will be 6.56 cfs with an increased Q=4.73 cfs the total proposed detention volume, in accordance with the county of Hidalgo's drainage requirements, is 11,056 cubic feet (0.25) (Refer to attached Drainage Calculations), and will be provided by the widening of the east slope of Linda Vista Drain approximately 189.00 L.F. to the south from the westward extension of the south boundary of Eduardo's Subdivision No. 14.

The proposed development site surface storm water will be intercepted by proposed type "A" inlets installed at appropriate locations. Said inlets will drain into 30" - 42" storm sewer lines flowing west into said existing Linda Vista Drain. Required detention volume per Hidalgo County Drainage District No. 1 policies.

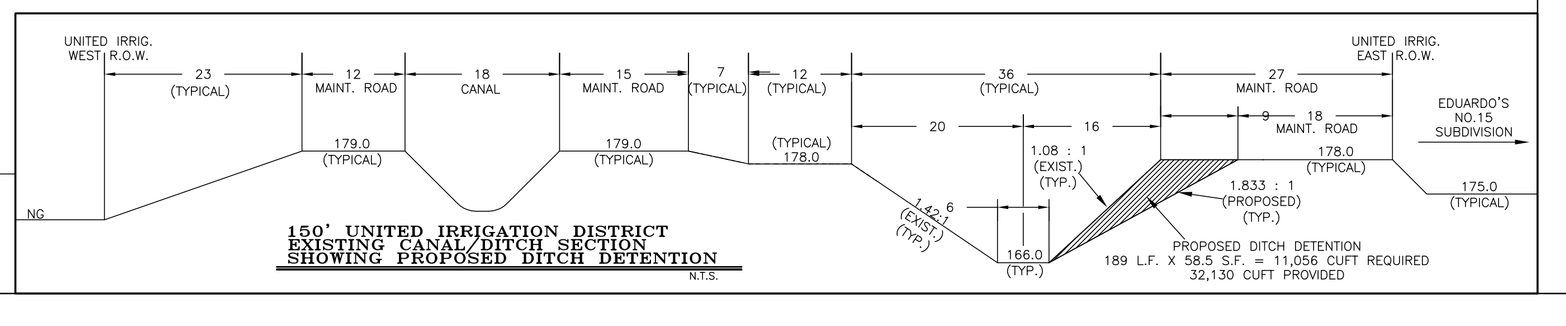
COST ESTIMATE

WATER DISTRIBUTION:	$ 30,415.00
PAVING IMPROVEMENTS:	$ 121,380.11
DRAINAGE IMPROVEMENTS:	$ 13,840.00
SANITARY SEWER IMPROVEMENTS:	$ 29,076.00
TOTAL:	$ 194,711.11

GILBERTO A. GRACIA
REGISTERED PROFESSIONAL ENGINEER No. 62477
IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA ROAD
MISSION, TEXAS 78574

STATE OF TEXAS · GILBERTO A. GRACIA · 62477 · REGISTERED PROFESSIONAL ENGINEER

SHEET NO. 5 OF 5 SHEETS



PREPARED BY ——
CHECKED BY ——
SHEET ——

EDUARDOS SUBDIVISION No. 16

PAVING AND DRAINAGE SYSTEM LAYOUT

IZAGUIRRE ENGINEERING GROUP, LLC.
CONSULTING ENGINEERS
F-10214
TEL. (956) 584-0554
FAX. (956) 584-0554
7413 N. LA HOMA
MISSION TX, 78574

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: 1-24-2017

PROPOSED **PUEBLO DE PALMAS PHASE 20** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **J. GARY FRISBY (JGF ENTERPRISES, L.P.)**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **100** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **SOUTH SIDE OF CAMERON ROAD APPROXIMATELY 620 FEET WEST OF KENYON ROAD.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **EDINBURG** *and was approved by the P & Z and City Commission of said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-05-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **WILL BE PROVIDED BY STORM DRAINAGE PIPE SYSTEM DISCHARGING TO THE MAIN DRAIN DITCH LOCATED ON THE SOUTH SIDE OF SUBDIVISION. DETENTION HAS BEEN PROVIDED BY WIDENING THE NORTH MAIN DRAIN LOCATED WEST OF DOOLITTLE ROAD DURING THE CONSTRUCTION OF PUEBLO DE PALMAS PH. 19.**

ROAD R.O.W. DEDICATION: **NO ADDITIONAL R.O.W. IS REQUIRED FOR CAMERON ROAD (60.00 FEET)**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **01-03-2017** By, **JOSE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **N/A** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: **CITY OF EDINBURG** LINE SIZE: **15"** LOCATION: **CAMERON**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **CAMERON ROAD**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **01-04-2017** : 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:

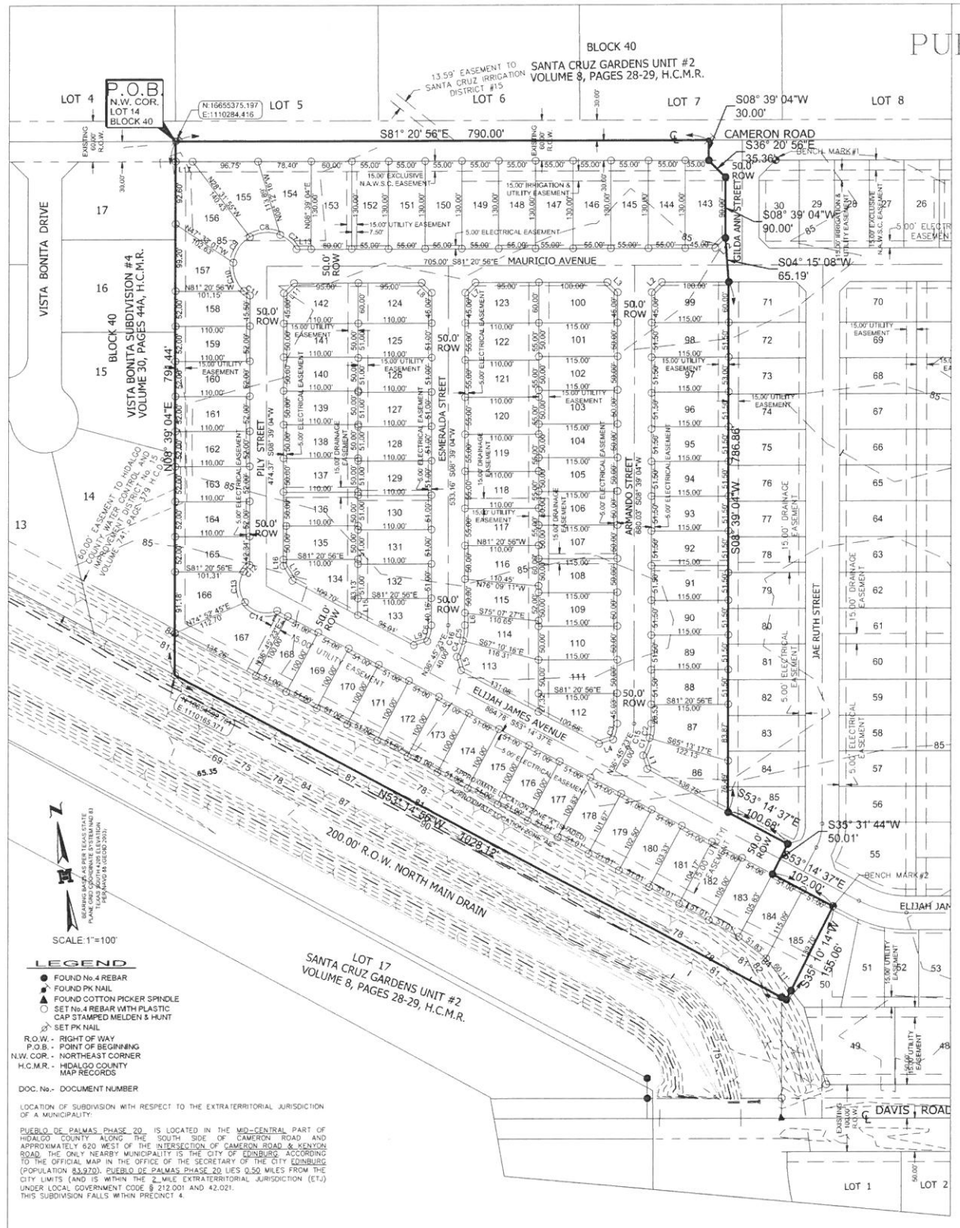
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **EDINBURG**.

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.

*



LEGEND

- ● FOUND No.4 REBAR
- ◉ FOUND PK NAIL
- ▲ FOUND COTTON PICKER SPINDLE
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ⊙ SET PK NAIL

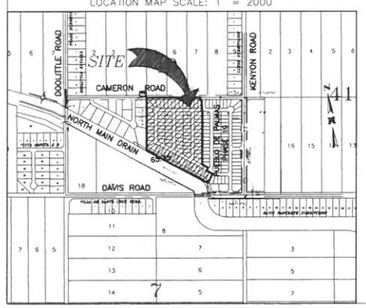
R.O.W. - RIGHT OF WAY
P.O.B. - POINT OF BEGINNING
N.W. COR. - NORTHEAST CORNER
H.C.M.R. - HIDALGO COUNTY MAP RECORDS

DOC. No.- DOCUMENT NUMBER

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PUEBLO DE PALMAS PHASE 20 IS LOCATED IN THE MID-CENTRAL PART OF HIDALGO COUNTY ALONG THE SOUTH SIDE OF CAMERON ROAD AND APPROXIMATELY 620 WEST OF THE INTERSECTION OF CAMERON ROAD & KENYON 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 83,970). PUEBLO DE PALMAS PHASE 20 LIES 0.50 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021. THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

LOCATION MAP SCALE: 1" = 2000'



INDEX TO SHEET OF PUEBLO DE PALMAS PHASE 20

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; SURVEYOR'S CERTIFICATION; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1., HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; N.A.W.S.C. R.O.W. EASEMENT DEDICATION

SHEET 2: PLAT NOTES AND RESTRICTIONS; DESCRIPTION (METES AND BOUNDS); LOT AREAS, LINE TABLE, CURVE TABLE;

SHEET 3: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); WATER DETAILS;

SHEET 4: ENGINEERING REPORT, INCLUDING DESCRIPTION OF SANITARY SEWER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); SUBDIVIDER CERTIFICATION; SANITARY SEWER LAYOUT; DETAILS

SHEET 5: MAP OF TOPOGRAPHY AND DRAINAGE LAYOUT; DITCH WIDENING & SECTION, STORM DRAINAGE CONSTRUCTION DETAILS; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION.

SHEET 6: MAP OF TOPOGRAPHY AND STREET LAYOUT; STREET DETAILS;

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS

115 W. McINTYRE
EDINBURG, TX. 78541
OFF: (956) 381-0981
FAX: (956) 381-1839

227 N. F.M. 3167
RIO GRANDE CITY, TX. 78582
OFF: (956) 487-8256
FAX: (956) 488-8591

E-MAIL: www.meldenandhunt.com
ESTABLISHED 1947

DRAWN BY: CIRO DATE: _____
SURVEYED, CHECKED DATE: _____
FINAL CHECK DATE: _____

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	JGF LAND CO. INC. J. GARY FRISBY, PRESIDENT	P.O. BOX 1000	MISSION, TX 78573	956-583-1114	956-583-8343
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 20

BEING A RESUBDIVISION OF 19.566 ACRES
CONSISTING OF 0.171 OF ONE ACRE OUT OF LOT 11
6.288 ACRES OUT OF LOT 12,
& ALL OF LOTS 13, 14, BLOCK 40,
AMENDED MAP OF
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE

_____ DAY OF _____ 2017.

_____
J. GARY FRISBY
JGF LAND CO. INC.
ITS SOLE GENERAL PARTNER

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2017.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY

_____ _____
DATE CHAIRPERSON PLANNING & ZONING COMMISSION

JGF ENTERPRISES, L.P.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS PHASE 20 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY

COMMISSIONERS COURT ON _____ DAY OF _____ 20___.

_____
HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL E. SESIN P.E., C.F.M. DATE:
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, J. GARY FRISBY, PRESIDENT OF JGF ENTERPRISES, L.P., AS OWNER OF THE 19.566 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PUEBLO DE PALMAS PHASE 20 _____, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
J. GARY FRISBY, PRESIDENT DATE:
P.O. BOX 1000
MISSION, TEXAS 78573-1000

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY
PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2016 .

_____
NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

_____
FRED L. KURTH, PE # 54151
DATE PREPARED: SEPTEMBER 23, 2015
JOB No. (ENG.) 16152.00
BY: CIRO

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLAT AND DESCRIPTION OF THE PUEBLO DE PALMAS PHASE 20 WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND ON 9/15/15 BY ME OR UNDER MY SUPERVISION.

_____
FRED L. KURTH, RPLS # 4750
DATE SURVEYED: 07-15-13
BOOK T-1000 POS. 5-6,9-10
JOB No. (SUR.) 15009.09

APPROVED BY IRRIGATION DISTRICT

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS _____ DAY OF _____, 2017 SUBJECT TO THE FOLLOWING
1.) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE;
2.) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL;
3.) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY AND EASEMENTS OF DISTRICT; AND
4.) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

_____ _____
SECRETARY PRESIDENT

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 20

BEING A RESUBDIVISION OF 19.566 ACRES
CONSISTING OF 0.171 OF ONE ACRE OUT OF LOT 11
6.288 ACRES OUT OF LOT 12,
& ALL OF LOTS 13, 14, BLOCK 40,
AMENDED MAP OF
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

Lot Area Table		
Lot #	SQ. FT.	Area
86	7,525.95	0.173
87	7,750.25	0.178
88	5,922.50	0.136
89	5,922.50	0.136
90	5,922.20	0.136
91	5,922.80	0.136
92	5,922.50	0.136
93	5,922.50	0.136
94	5,922.50	0.136
95	5,922.50	0.136
96	5,922.50	0.136
97	5,922.50	0.136
98	5,922.50	0.136
99	6,787.50	0.156
100	6,787.49	0.156
101	5,750.00	0.132
102	5,750.00	0.132
103	5,750.00	0.132
104	5,750.00	0.132
105	5,750.00	0.132

Lot Area Table		
Lot #	SQ. FT.	Area
106	5,750.00	0.132
107	5,750.00	0.132
108	5,750.00	0.132
109	5,750.00	0.132
110	5,750.44	0.132
111	5,750.55	0.132
112	6,345.62	0.146
113	7,145.97	0.164
114	5,534.29	0.127
115	5,610.01	0.129
116	6,050.09	0.139
117	6,050.00	0.139
118	6,050.00	0.139
119	6,049.99	0.139
120	6,050.00	0.139
121	6,050.50	0.139
122	6,049.51	0.139
123	6,487.49	0.149
124	6,487.42	0.149
125	5,610.00	0.129

Lot Area Table		
Lot #	SQ. FT.	Area
126	5,610.00	0.129
127	5,610.00	0.129
128	5,610.00	0.129
129	5,610.00	0.129
130	5,610.00	0.129
131	5,610.00	0.129
132	5,610.00	0.129
133	5,667.69	0.130
134	5,813.45	0.133
135	5,500.00	0.126
136	5,500.00	0.126
137	5,499.98	0.126
138	5,500.02	0.126
139	5,499.99	0.126
140	5,500.01	0.126
141	5,500.00	0.126
142	6,487.42	0.149
143	7,375.00	0.169
144	7,150.56	0.164
145	7,150.56	0.164

Lot Area Table		
Lot #	SQ. FT.	Area
146	7,150.56	0.164
147	7,150.56	0.164
148	7,150.56	0.164
149	7,150.56	0.164
150	7,150.56	0.164
151	7,150.00	0.164
152	7,150.00	0.164
153	7,800.00	0.179
154	7,395.10	0.170
155	7,745.26	0.178
156	8,613.26	0.198
157	6,197.43	0.142
158	5,689.24	0.131
159	5,720.00	0.131
160	5,720.00	0.131
161	5,720.00	0.131
162	5,719.98	0.131
163	5,720.52	0.131
164	5,719.48	0.131
165	5,673.58	0.130

Lot Area Table		
Lot #	SQ. FT.	Area
166	6,795.09	0.156
167	9,095.61	0.209
168	5,100.00	0.117
169	5,100.00	0.117
170	5,100.00	0.117
171	5,100.00	0.117
172	5,100.00	0.117
173	5,100.00	0.117
174	5,100.00	0.117
175	5,100.00	0.117
176	5,100.00	0.117
177	5,121.26	0.118
178	5,163.77	0.119
179	5,206.28	0.120
180	5,248.79	0.120
181	5,291.30	0.121
182	5,333.81	0.122
183	5,376.32	0.123
184	5,633.68	0.129
185	6,718.29	0.154

Lot Line Table		
Line #	Length	Direction
L1	21.21'	N08° 14' 37"W
L2	21.21'	N53° 39' 04"E
L3	21.21'	S36° 20' 56"E
L4	21.21'	S81° 45' 23"W
L5	21.21'	N08° 14' 37"W
L6	18.16'	N08° 39' 04"E
L7	21.21'	N53° 39' 04"E
L8	21.21'	S36° 20' 56"E
L9	21.21'	S81° 45' 23"W
L10	25.73'	N22° 17' 46"W
L11	21.21'	N53° 39' 04"E
L12	21.21'	S53° 39' 04"W
L13	21.67'	N81° 20' 56"W
L14	17.74'	S53° 14' 37"E
L15	25.13'	N08° 39' 04"E
L16	9.38'	N08° 39' 04"E
L17	24.82'	S81° 20' 57"E

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED) & "X" (SHADED) & AE;
ZONE "X" UNSHADED AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. ZONE "X" SHADED AREA OF 500-YEAR FLOOD AND AREA OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THEN ONE FOOT OR WITH DRAINAGE AREAS LESS THEN ONE SQUARE MILE: AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. ZONE "AE" IS DEFINED AS BASE FLOOD DETERMINED.
COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 FURTHER REVISED AS PER LOMR DATED MAY 17, 2001.

COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 25.00 FEET
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE: 18.00 FEET
CORNER GARAGE FRONT: 18.00 FEET

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. SINGLE FAMILY RESIDENCES SHALL INCLUDE THE FOLLOWING: MOBILE HOME, TRAVEL TRAILER, FRAME HOME, AND SLAB HOME, NO COMMERCIAL USE SHALL BE ALLOWED.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. DATUM BASED ON TEXAS SOUTH 4205 ELEVATION PER NAVD 88 (GEOID 2003)

6.
-->B.M. NO. 1 MHI ALUMINUM DISK FOUND IN CONCRETE ALONG THE SOUTH RIGHT-OF-WAY OF CAMERON ROAD APPROXIMATELY 550.00 FEET WEST OF KENYON ROAD, LOCATED AT THE NORTH CORNER CLIP OF LOT 30 OF THIS SUBDIVISION. ELEV. 85.00. N:16655211.67, E:1111159.78 NAD 83.

-->B.M. NO. 2 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE SOUTH SIDE OF ELIJAH JAMES AVENUE, LOCATED AT THE NORTHEAST CORNER OF LOT 185 OF THIS PLAT. ELEV. 85.00. N:16654104.35, E:1111078.46 NAD 83.

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 68.471 CUBIC-FEET 1.572 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: DETENTION HAS BEEN ACCOMPLISHED WITH PUEBLO DE PALMAS PHASE 19 DEVELOPMENT TO THE SOUTH SIDE OF NORTH MAIN DRAIN & ALONG THE WEST SIDE OF DOOLITTLE ROAD BEEN WIDEN TO ACCOMMODATE THE REQUIRED VOLUME OF 202,203 C.F.

8. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH GRADE FROM THE REAR OF THE LOT TO THE CURB AND /OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX S: COUNTY CONSTRUCTION.

9. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10. EACH 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. NO DRIVEWAY LOT ACCESS WILL BE ALLOWED FOR LOTS 143 THROUGH 156 ONTO CAMERON ROAD. DEVELOPER SHALL INSTALL A 6' CHAIN-LINK BUFFER FENCE.

13. AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METERS.

14. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS.

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	27.47'	100.00'	015° 44' 29"	N28° 53' 09"E	27.39'	13.82'
C2	21.58'	100.00'	012° 21' 50"	N14° 49' 59"E	21.54'	10.83'
C3	24.53'	50.00'	028° 06' 20"	N22° 42' 14"E	24.28'	12.52'
C4	25.48'	100.00'	014° 36' 04"	N29° 27' 21"E	25.41'	12.81'
C5	23.57'	100.00'	013° 30' 16"	N15° 24' 12"E	23.51'	11.84'
C6	24.53'	50.00'	028° 06' 20"	N22° 42' 14"E	24.28'	12.52'
C7	32.23'	50.00'	036° 55' 42"	N39° 48' 47"W	31.67'	16.69'
C8	46.68'	50.00'	053° 29' 15"	N85° 01' 15"W	45.00'	25.20'
C9	46.68'	50.00'	053° 29' 15"	S41° 29' 30"W	45.00'	25.20'
C10	46.68'	50.00'	053° 29' 15"	S11° 59' 44"E	45.00'	25.20'
C11	11.00'	50.00'	012° 36' 35"	S45° 02' 39"E	10.98'	5.52'
C12	13.05'	40.00'	018° 41' 40"	S50° 37' 18"W	12.99'	6.58'
C13	48.74'	40.00'	069° 49' 11"	S6° 21' 53"W	45.78'	27.91'
C14	53.07'	40.00'	076° 00' 58"	S66° 33' 11"E	49.26'	31.26'
C15	36.79'	75.00'	028° 06' 19"	N22° 42' 14"E	36.42'	18.77'
C16	36.79'	75.00'	028° 06' 18"	N22° 42' 14"E	36.42'	18.77'

DESCRIPTION OF PUEBLO DE PALMAS PHASE 20

METES AND BOUNDS DESCRIPTION

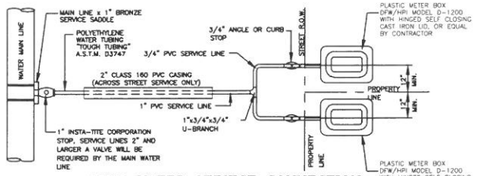
A TRACT OF LAND CONTAINING 19.566 ACRES OF LAND SITUATED IN THE COUNTY OF HIDALGO, TEXAS BEING 0.171 OF ONE ACRE OUT OF LOT 11, 6.288 ACRES OUT OF LOT 12, AND ALL OF LOTS 13 & 14, BLOCK 40, OUT OF AMENDED MAP OF SUBDIVISION SANTA CRUZ GARDENS UNIT NO. 2, AS RECORDED IN VOLUME 8, PAGE 28 AND 29, HIDALGO COUNTY MAP RECORDS, SAID 19.566 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL SET ON THE NORTHWEST CORNER OF SAID LOT 14 AND FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 81° 20' 56" E, ALONG THE NORTH LINE OF SAID LOTS 14 THROUGH 12 AND WITHIN CAMERON ROAD RIGTH-OF-WAY A DISTANCE OF 790.00 FEET TO A PK NAIL FOUND ON THE NORTH LINE OF SAID LOT 12 AND THE NORTHWEST CORNER OF PUEBLO DE PALMAS PHASE 19 NOT YET RECORDED, FOR THE NORTHEAST CORNER OF THIS TRACT;
2. THENCE, S 08° 39' 04" W, ALONG THE WEST LINE OF SAID PUEBLO DE PALMAS PHASE 19 A DISTANCE OF 30.00 FEET TO A NO. 4 REBAR FOUND ON THE SOUTH RIGHT-OF-WAY OF CAMERON ROAD, FOR AN INSIDE CORNER OF THIS TRACT;
3. THENCE, S 36° 20' 56" E ALONG THE WEST LINE OF SAID PUEBLO DE PALMAS PHASE 19 A DISTANCE OF 35.36 FEET TO A NO. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;
4. THENCE, S 08° 39' 04" W, ALONG THE WEST LINE OF SAID PUEBLO DE PALMAS PHASE 19, A DISTANCE OF 90.00 FEET A NO. 4 REBAR FOUND FOR AN ANGLE POINT OF THIS TRACT;
5. THENCE, S 04° 15' 08" W S ALONG THE WEST LINE OF SAID PUEBLO DE PALMAS PHASE 19, A TOTAL DISTANCE OF 65.19 FEET TO A NO. 4 REBAR FOUND FOR AN ANGLE POINT OF THIS TRACT;
6. THENCE, S 08° 36' 04" W ALONG THE WEST LINE OF SAID PUEBLO DE PALMAS PHASE 19, A DISTANCE OF 786.86 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;
7. THENCE, S 53° 14' 37" E ALONG THE WEST LINE OF SAID PUEBLO DE PALMAS PHASE 19, A DISTANCE OF 100.68 FEET TO A NO. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;
8. THENCE, S 35° 31' 44" W ALONG THE WEST LINE OF SAID PUEBLO DE PALMAS PHASE 19, A DISTANCE OF 50.01 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;
9. THENCE, S 53° 14' 37" E ALONG THE WEST LINE OF SAID PUEBLO DE PALMAS PHASE 19, A DISTANCE OF 102.00 FEET TO A NO. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;
10. THENCE, S 35° 10' 14" W ALONG THE WEST LINE OF SAID PUEBLO DE PALMAS PHASE 19, A DISTANCE OF 155.06 FEET TO A NO. 4 REBAR FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT;
11. THENCE, N 53° 14' 56" W, ALONG THE SOUTH LINES OF SAID LOT 11 THROUGH 14 A DISTANCE OF 1028.12 FEET TO A NO. 4 REBAR SET FOR AN SOUTHWEST CORNER OF THIS TRACT;
12. THENCE, N 08° 39' 04" E, ALONG THE WEST LINE OF SAID LOT 14 AND THE EAST LINE OF VISTA BONITA SUBDIVISION #4 AS RECORDED IN VOLUME 30, PAGE 44A H.C.M.R., AT A DISTANCE OF 761.44 FEET PASS A NO. 4 REBAR SET ON THE SOUTH RIGHT-OF-WAY OF CAMERON ROAD AND CONTINUING A TOTAL DISTANCE OF 791.44 FEET TO THE POINT OF BEGINNING, CONTAINING 19.566 ACRES, MORE OR LESS.

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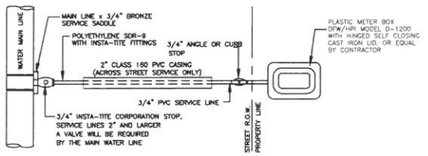
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78541
OFF: (956) 381-0981
FAX: (956) 381-1839
227 N. FM. 3167
RIO GRANDE CITY, TX. 78582
OFF: (956) 487-5256
FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com
ESTABLISHED 1947



DUAL WATER SERVICE CONNECTION

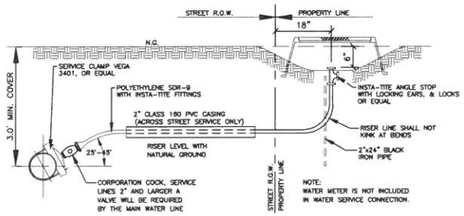
N.T.S.

NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.



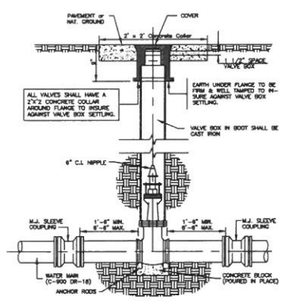
SINGLE WATER SERVICE CONNECTION

N.T.S.



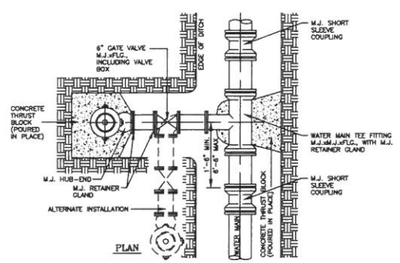
TYPICAL WATER SERVICE CONNECTION ELEVATION

N.T.S.



TYPICAL VALVE and VALVE BOX INSTALLATION

N.T.S.



TYPICAL FIRE HYDRANT INSTALLATION

N.T.S.

FINAL WATER AND SEWER ENGINEERING REPORT FORMAT
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 20 SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS TWO EXISTING 8" DIAMETER WATER LINE STUB TO THE WEST ALONG THE SOUTH RIGHT-OF-WAY OF MAURICIO AVENUE AND ALONG THE NORTH RIGHT-OF-WAY OF ELIJAH JAMES AVENUE. THE WATER SYSTEM FOR PUEBLO DE PALMAS PHASE 20 CONSISTS OF A 8" DIAMETER WATER LINE THAT CONNECTS INTO THE EXISTING 8" LINES PREVIOUSLY MENTION. THIS 8" LINE CONNECTS TO THE EXISTING WATER LINE ALONG THE SOUTH RIGHT-OF-WAY OF MAURICIO AVENUE AVENUE, THEN RUNS SOUTH ALONG THE EAST RIGTH-OF-WAY OF PILY STREET THEN RUNS EAST ALONG THE NORTH RIGHT-OF-WAY OF ELIJAH JAMES AVENUE CONNECTING TO THE EXISTING WATER LINE PREVIOUSLY MENTION ANOTHER 8" WATER LINE CONNECT TO THE PREVIOUSLY MENTIONED 8" WATER LINE ON MAURICIO AVENUE AVENUE RUNNING SOUTH CONNECTION TO THE WATER LINE PREVIOUSLY MENTION ON ELIJAH JAMES AVENUE TO SERVE THIS SUBDIVISION.

WATER DISTRIBUTION FOR THE PUEBLO DE PALMAS PHASE 20 SUBDIVISION CONSISTS OF FORTY-FOUR (44) –1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND TWELVE (12) –¾" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $109,490.00, OR $1,094.90 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $108,800.00, WHICH COVERS THE $1088.00 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.E.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 5 FIRE HYDRANTS AT A UNIT COST OF $2,500.00 FOR A TOTAL COST OF $12,500.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $218,290.00 WHICH EQUALS TO $2,182.90 PER LOT.

ENGINEER'S SIGNATURE DATE

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH (WATER AND WASTE WATER DISTRIBUTION SYSTEM BEING INSTALLED)
PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 20 SUBDIVISION RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 20 CONSISTE DE DOS CONDUCTO DE AGUA DE 8 PULGADAS QUE PASA POR EL LADO SUR DE MAURICIO AVENUE Y EN EL LADO NORTE DE ELIJAH JAMES AVENUE. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 20 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS EN EL LADO SUR DE MAURICIO AVENUE Y SIGUE HACIA EL OESTE DENTRO DE DERECHO DE VIA DE MAURICIO AVENUE LUEGO CORRE AL SUR EN EL LADOESTE DEL DERECHO DE VIA DE PILY STREET LUEGO CORRE AL ESTE EN EL LADO DEL DERECHO DE VIA DEL ELIJAH JAMES AVENUE CONNECTANDO CON LA CONDUCTO EXITENTE IN ELIJAH JAMES AVENUE. OTROAS DOS CONDUCTO DE AGUA DE 8 PULGADAS CONECTANDOSE CON LA LINEA DE AGUA PREVIAMENTE MENCIONADA IN MAURICIO AVENUE Y CORREN AL SUR EN EL LADO ESTE DEL DERECHO DE VIA DE ARMANDO STREET Y ESMERALDA STREET CONECTANDOSE A LA LINEA DE AGUA PREVIAMENTE MENCIONADA EN ELIJAH JAMES AVENUE PARA SERVIR ESTA SUBDIVICION.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN CUARENTA CUATRO DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIAMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIAMETRO PARA CADA LOTE. Y DOSE (12) CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIAMETRO PARA CADA LOTE YA SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIAMETRO. LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIAMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIAMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 109,490.00 O $ 1,094.90 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 108,800.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE. $1,088.00. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.E.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN HA INSTALADO 4 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 2,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $10,000.00. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

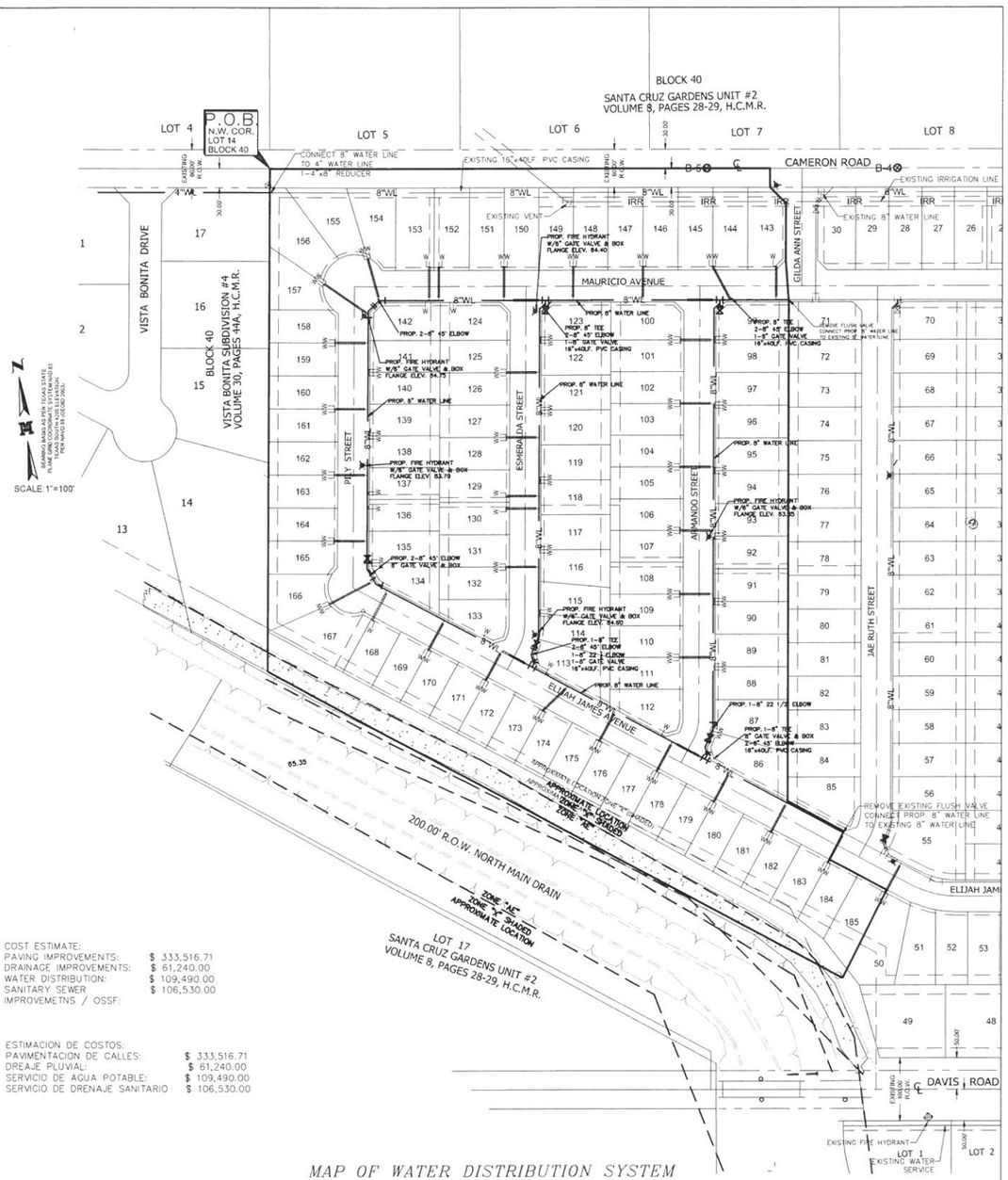
CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 218,290.00 O $ 2,182.90 POR LOTE.

ENGINEER'S SIGNATURE DATE

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER



COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 333,516.71
DRAINAGE IMPROVEMENTS:	$ 61,240.00
WATER DISTRIBUTION:	$ 109,490.00
SANITARY SEWER IMPROVEMETNS / OSSF:	$ 106,530.00

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 333,516.71
DREAJE PLUVIAL:	$ 61,240.00
SERVICIO DE AGUA POTABLE:	$ 109,490.00
SERVICIO DE DRENAJE SANITARIO	$ 106,530.00

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 20

BEING A RESUBDIVISION OF 19.566 ACRES
CONSISTING OF 0.171 OF ONE ACRE OUT OF LOT 11
6.288 ACRES OUT OF LOT 12,
& ALL OF LOTS 13, 14, BLOCK 40,
AMENDED MAP OF
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE OFF: (956) 381-0981
EDINBURG, TX. 78541 FAX: (956) 381-1839
227 N. F.M. 3167 OFF: (956) 487-8256
RIO GRANDE CITY, TX. 78582 FAX: (956) 488-8091
E-MAIL: www.meldenandhunt.com ESTABLISHED 1947

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 20 SUBDIVISION WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF EDINBURG. THE SUBDIVIDER AND CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF EDINBURG HAS PROMISED TO TREAT THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND THE CITY OF EDINBURG HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

THE CITY OF EDINBURG HAS AN EXISTING 15" DIAMETER SEWER LINE RUNS ALONG A PORTION OF THE NORTH SIDE MAURICIO AVENUE RIGHT-OF-WAY. THE WASTEWATER SYSTEM FOR PUEBLO DE PALMAS PHASE 20 SUBDIVISION CONSISTS OF AN 10" AND 8" DIAMETER SEWER LINES. THIS 8" SEWER LINE CONNECT TO AN EXISTING SANITARY MANHOLE AT THE SOUTHWEST CORNER OF LOT 145 RUNNING SOUTH ALONG THE WEST RIGHT-OF-WAY OF ARMANDO STREET ENDING WITH A SANITARY MANHOLE AT THE NORTHEAST CORNER OF LOT 112. ANOTHER 8" SEWER LINE CONNECT TO AN EXISTING SANITARY SEWER MANHOLE ON THE SOUTHWEST CORNER OF LOT 152 THEN RUNS WEST ALONG THE NORTH SIDE OF MAURICIO AVENUE THEN RUNS SOUTH ALONG THE WEST SIDE OF PILY STREET ENDING WITH A MANHOLE AT THE SOUTHEAST CORNER OF LOT 164. A 10" SEWER LINE CONNECT TO AN EXISTING MANHOLE AT THE SOUTHWEST CORNER OF LOT 150 AND RUNS SOUTH ALONG THE WEST SIDE OF ESMERALDA STREET CROSSING ELIJAH JAMES AVENUE, THEN RUN SOUTHEAST ALONG THE SOUTH RIGHT-OF-WAY OF ELIJAH JAMES AVENUE ENDING WITH A MANHOLE ON THE NORTHEAST CORNER OF LOT 180 AND CONTINUING WITH AN 8" SEWER LINE ENDING WITH A MANHOLE AT THE NORTHWEST CORNER OF LOT 185. AN ANOTHER 8" SEWER LINE CONNECT TO THE SANITARY MANHOLE AT THE NORTHEAST CORNER OF LOT 172 THEN RUNS NORTHWEST ALONG THE SOUTH RIGTH-OF-WAY OF ELIJAH JAMES AVENUE ENDING WITH A SANITARY MANHOLE AT THE EAST SIDE OF LOT 166.

THE 10" AND 8" LINE, 4" SERVICE LINE AND NINE (9) 48" SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $106,530.00 OR $1,065.30 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF EDINBURG THE SUM OF $58,131.00 WHICH COVERS THE $581.31 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO CITY OF EDINBURG. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $164,661.00 WHICH EQUALS TO $1,646.61 PER LOT.

_____
ENGINEER'S SIGNATURE DATE

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 20 RECIBIRA SU PROVISIÓN DE DRENAJE SANITARIO DE LA CIUDAD DE EDINBURG. EL DUEÑO DE LA SUBDIVISIÓN Y CIUDAD DE EDINBURG HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRA SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. CIUDAD DE EDINBURG HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 20 CONSISTE DE UN CONDUCTO DE DRENAJE DE 15 PULGADAS QUE PASA POR EL LADO NORTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA MAURICIO AVENUE. EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO DE LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 20 CONSISTE DE UN CONDUCTO DE DRENAJE DE 10 Y 8 PULGADAS QUE SE CONECTA A ALCANTARILLAS DE 48 PULGADAS. ESTA LINEA DE 8 PULGADAS SE CONECTA A UN ALCANTARILLA DE 48 PULGADAS LOCALISADO EN EL LADO SURESTE DE LOTE 145 Y CORRE A SUR POR EL LADO OESTE DE LA CALLE ARMANDO STREET TERMIANDO CON UN ALCANTARILLA DE 48 PULGADAS EN EL LADO NORESTE DE LOTE 112. ORA CONDUCTA SE CONNECTA A UN ALCANTARILLA EXISTENTE DE 48 PULGADAS LOCALIZADO EN EL LADO SURÓESTE DE LOTE 152 Y CORRE A OESTE EN EL LADO NORTE DE MAURICIO AVENUE LUEGO CORRE AL SUR EN EL LADO OESTE DE PILY STREET TERMINADO EN UN ALCONTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL SURÓESTE DE LOTE 164. OTRO CONDUCTO DE DRENAJE DE 10 PULGOADAS SE CONECTA CON UNA ALCANTARILLA EXISTENTE DE 48 PULGADAS LOCALIZADA EN EL LADO SURÓESTE DE LOTE 150 Y CORRE AL SUR POR EL LADO OESTE DE LA CALLE ESMERALDA STREET CRUSADO ELIJAH JAMES AVENUE PARA EL SUR Y CORRIENDO AL ESTE POR EL LADO SUR DE ELIJAH JAMES AVENUE TERMINANDO CON UN ALCANTARILLA DE 48 PULGADAS LOCALIZADA AL NOROESTE DE LOTE 181 Y CONTINUA AL ESTE CON UNA CONDUCTA DE 8" TERMINADO CON UNA ALCANTARILLA DE 48 PULGADAS LOCALIZADO AL SUROESTE DE LOTE 185. OTRO CONDUCTO DE DRENAJE DE 8 PULGADAS SE CONECTA CON UNA ALCANTARILLA DE 48 PULGADAS HA LA LINEA DE 10 PULGADAS, CORRIENDO AL NOROESTE POR EL LADO SUR DE LA CALLE ELIJAH JAMES AVENUE, TERMINARA CON UNA ALCANTARILLA DE 48 PULGADAS LOCALIZADA AL NORESTE DE LOTE 166.

LAS LINEAS DE 10, Y 8 PULGADAS, SERVICIO DE 4 PULGADAS Y OCHO (9) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $106,530.00 O $1,065.30 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA CIUDAD DE EDINBURG UN COSTO TOTAL DE $58,131.00, O $581.31 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $164,661.00 O $1,646.61 POR LOTE.

_____
ENGINEER'S SIGNATURE DATE

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-14.35



SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I, I, J. GARY FRISBY, SUBDIVIDER OF PUEBLO DE PALMAS PHASE 20 SUBDIVISION, HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

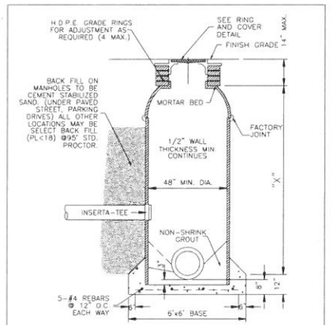
_____
J. GARY FRISBY

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED,GEVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

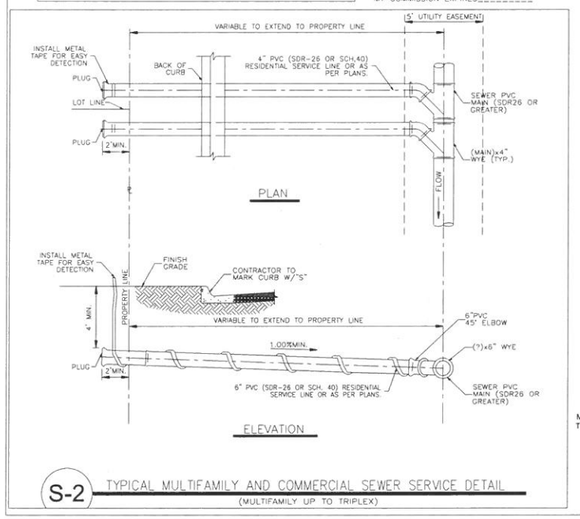
_____DAY OF _____20_____

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

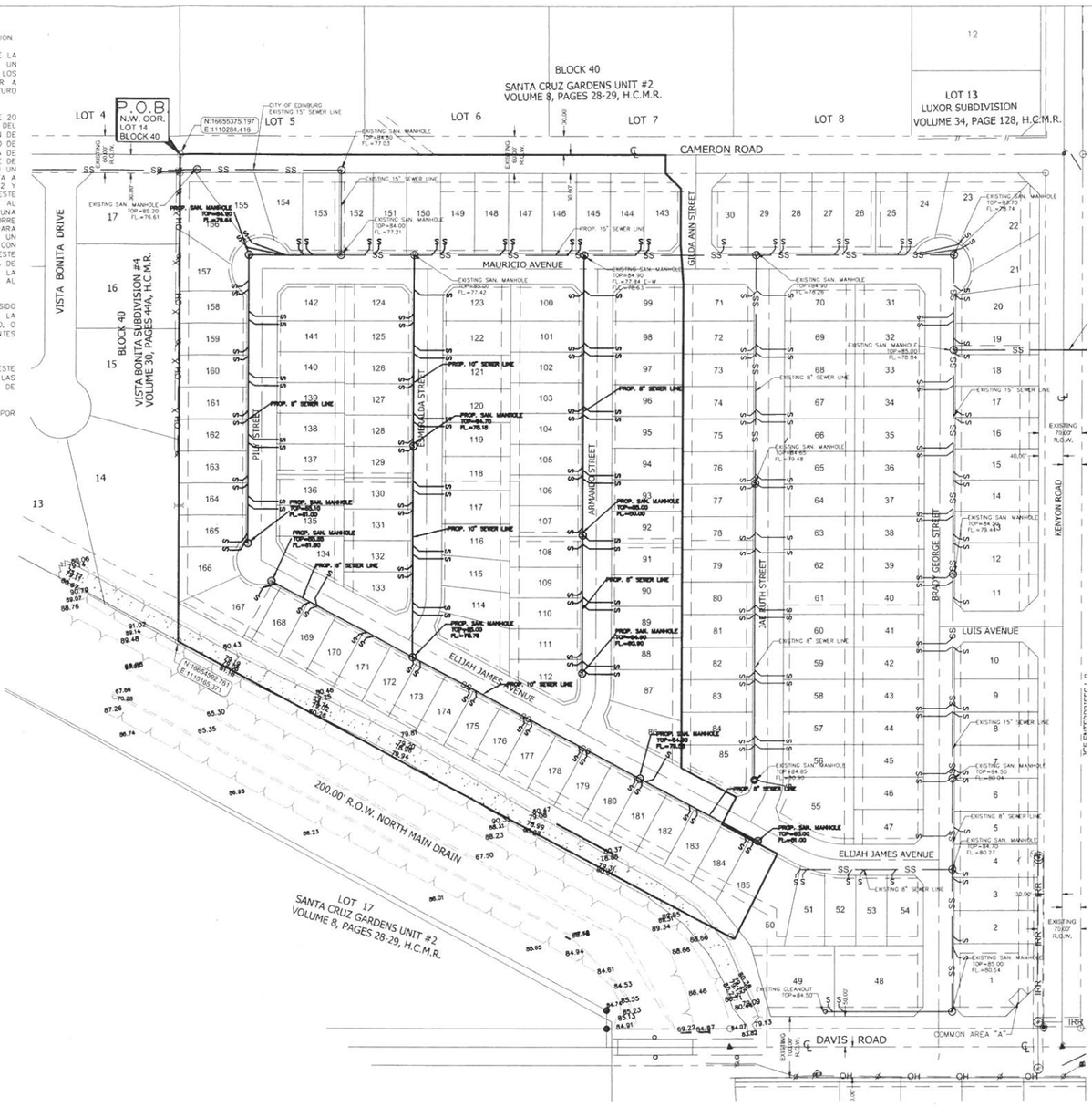


S-3 TYPICAL FIBERGLASS MANHOLE

NOTE: ALL DROP CONNECTIONS TO M.H. SHALL USE INSERTA-TEE



S-2 TYPICAL MULTIFAMILY AND COMMERCIAL SEWER SERVICE DETAIL
(MULTIFAMILY UP TO TRIPLEX)

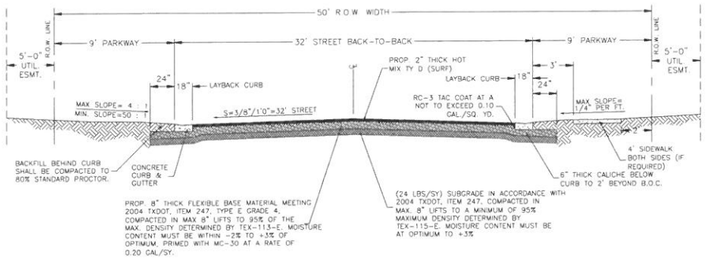


MAP OF SANITARY SEWER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA NEGRAS
SANITARY SEWER MAP OF

PUEBLO DE PALMAS PHASE 20

BEING A RESUBDIVISION OF 19.566 ACRES
CONSISTING OF 0.171 OF ONE ACRE OUT OF LOT 11
6.288 ACRES OUT OF LOT 12,
& ALL OF LOTS 13, 14, BLOCK 40,
AMENDED MAP OF
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE
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ESTABLISHED 1947

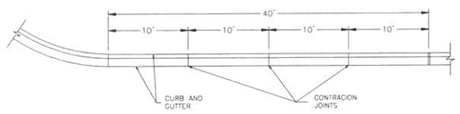


FLEXIBLE BASE (TYPE E GRADE 4) SHALL CONFORM TO THE FOLLOWING REQUIREMENTS, PRIOR TO THE ADDITION OF LIME:

RETAINED ON SQ. SIEVE	PERCENT REQUIRED
1"	0
1/2"	20-60
NO. 4	40-75
NO. 40	70-90
MAX. PI	15
MAX. WET BALL PI:	15
WET BALL MIN MAX AMOUNT	50

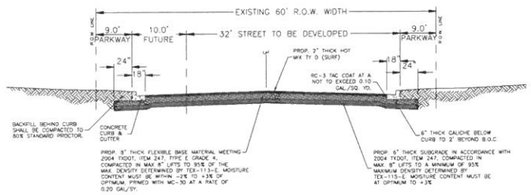
NOTE:
FOR STREETS SERVING A SUBDIVISION WITH NO STREET TREES (LESS THAN 16 LOTS).

P-1 MINOR RESIDENTIAL STREET SECTION (32' BB – 50' R.O.W.) – DETAIL

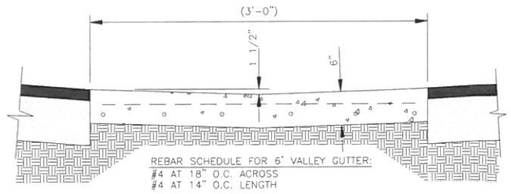


P-8 TYPICAL JOINTS
NOT TO SCALE

SECTION "BB" – CONCRETE LAYBACK CURB
N.T.S.



CAMERON ROAD
413 LF. PROPOSED 32 BACK TO EDGE



SECTION – CONCRETE VALLEY GUTTER
N.T.S.

GENERAL NOTES:

1. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED IN ACCORDANCE w/ THD 1972 SPECIFICATIONS ITEM 531. CONSIDERED INCIDENTAL TO CONCRETE WORK.
2. 1/2" EXPANSION JOINTS REQUIRED AT 70' c.c. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' c.c.



SCALE:1"=100'

STREET LAYOUT MAP OF

PUEBLO DE PALMAS PHASE 20

BEING A RESUBDIVISION OF 19.566 ACRES
CONSISTING OF 0.171 OF ONE ACRE OUT OF LOT 11
6.288 ACRES OUT OF LOT 12,
& ALL OF LOTS 13, 14, BLOCK 40,
AMENDED MAP OF
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ESTABLISHED 1947

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 1-24-2017

PROPOSED **PUEBLO DE PALMAS PHASE 21** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **J. GARY FRISBY (JGF ENTERPRISES, L.P.)**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **45** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **NORTH EAST INTERSECTION OF DAVIS ROAD AND KENYON ROAD.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **EDINBURG** *and was approved by the P & Z and City Commission of said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-01-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **WILL BE PROVIDED BY A STORM DRAINAGE PIPE SYSTEM THAT CONNECTS TO THE EXISTING DRAINAGE SYSTEM OF PUEBLO DE PALMAS PHASE 19.**

ROAD R.O.W. DEDICATION: **10.00 FEET ON TO KENYON ROAD AND 20.00 FEET ON TO DAVIS ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **01-03-2017** By, **JOSE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **N/A** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: **CITY OF EDINBURG** LINE SIZE: **15"** LOCATION: **CAMERON ROAD**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **KENYON ROAD**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **01-04-2017** : 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: _____, __

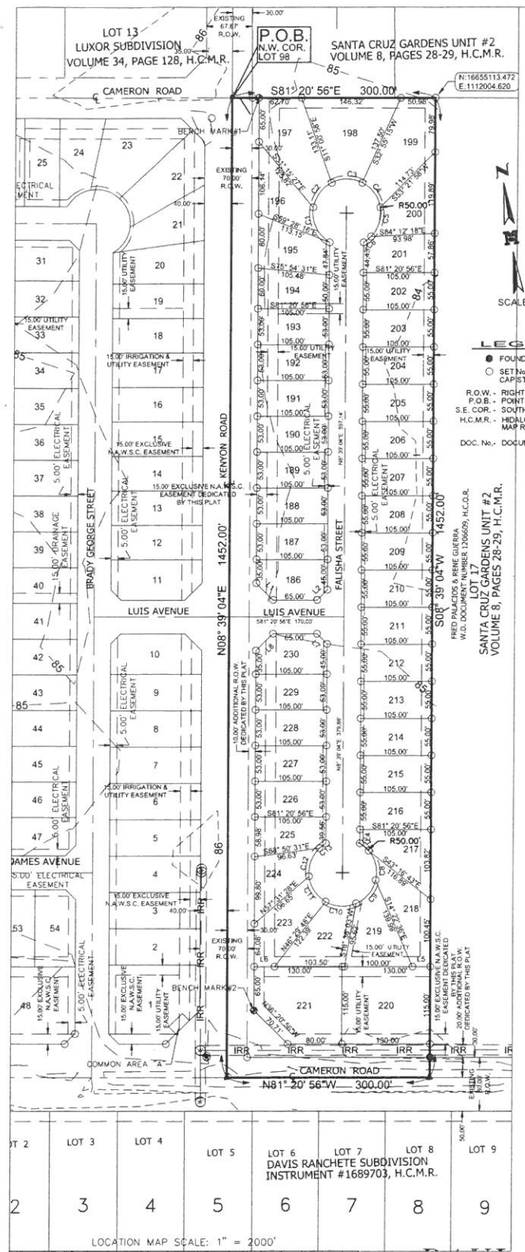
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **EDINBURG**.

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT

R.O.W. - RIGHT OF WAY
P.O.B. - POINT OF BEGINNING
S.E. COR. - SOUTHEAST CORNER
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
DOC. No.- DOCUMENT NUMBER

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 21

BEING A RESUBDIVISION OF 10.000 ACRES
CONSISTING OF 2.00 ACRES OUT OF LOT 17,
& ALL OF LOT 18, BLOCK 41,
AMENDED MAP OF SUBDIVISION
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" & "X"(SHADED);
ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN, ZONE "X" SHADED AREA OF 500-YEAR FLOOD AND AREA OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THEN ONE FOOT OR WITH DRAINAGE AREAS LESS THEN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 FURTHER REVISED AS PER LOMR DATED MAY 17, 2001.

COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 25.00 FEET. FRONTING DAVIS ROAD: 50.0 FEET
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET CORNER SIDE LOT 221 SHALL BE 20 FEET
CORNER GARAGE FRONT: 18.00 FEET

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. SINGLE FAMILY RESIDENCES SHALL INCLUDE THE FOLLOWING: MOBILE HOME, TRAVEL TRAILER, FRAME HOME, AND SLAB HOME. LOTS FRONTING DAVIS ROAD SHALL BE ALLOW RESIDENTIAL OR COMMERCIAL USE.

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. DATUM BASED ON TEXAS SOUTH 4205 ELEVATION PER NAVD 88 (GEOID 2003)

--»B.M. NO. 1 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE NORTHWEST INTERSECTION OF CAMERON ROAD AND KENYON ROAD, LOCATED AT THE WEST CORNER CLIP OF LOT 197 OF THIS PLAT. ELEV. 85.00. N:16655088.32, E:1111737.80 NAD 83.

--»B.M. NO. 2 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE NORTHEAST INTERSECTION OF DAVIS ROAD AND KENYON ROAD, LOCATED AT THE WEST CORNER CLIP OF LOT 221 OF THIS SUBDIVISION. ELEV. 85.00. N:16653815.96, E:1111544.21 NAD 83.

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 32.471 CUBIC -FEET 0.745 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 4 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINES AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

7. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH GRADE FROM THE REAR OF THE LOT TO THE CURB AND /OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION.

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. NO DRIVEWAY LOT ACCESS WILL BE ALLOWED FOR LOTS 186 THROUGH 197 & LOTS 223 THROUGH 230 ONTO KENYON ROAD. NO DRIVEWAY LOT ACCESS WILL BE ALLOWED FOR LOTS 197 THROUGH 199 ONTO CAMERON ROAD. DEVELOPER SHALL INSTALL A 6" CHAIN-LINK BUFFER FENCE.

12. AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METERS.

14. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS.

METES AND BOUNDS DESCRIPTION

BEING A RE-SUBDIVISION OF 10.00 ACRES OF LAND SITUATED IN THE COUNTY OF HIDALGO, TEXAS, CONSISTING OF 2.00 ACRES OUT OF LOT 17 AND ALL OF LOT 18, BLOCK 40, OUR OF AMENDED MAP OF SUBDIVISION SANTA CRUZ GARDENS UNIT NO. 2, AS RECORDED IN VOLUME 8, PAGE 28 AND 29, HIDALGO COUNTY MAP RECORDS, SAID 10.00 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NAIL FOUND ON THE NORTHWEST CORNER OF SAID LOT 18 AND FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 81° 20' 58" E, ALONG THE NORTH SIDE OF SAID LOT 18 AND AT A DISTANCE OF 30.00 FEET PASS THE EAST RIGH-OF-WAY OF KENYON ROAD AND CONTINUING A DISTANCE OF 240.00 FEET PAST THE NORTHEAST CORNER OF LOT 18 AND THE NORTHWEST CORNER OF SAID LOT 17, CONTINUING A TOTAL DISTANCE OF 300.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 17 FOR THE NORTHEAST CORNER OF THIS TRACT;

2. THENCE, S 08° 39' 04" W, AT A DISTANCE OF 1422.00 FEET PASS A NO. 4 REBAR FOUND ON THE NORTH LINE OF DAVIS ROAD RIGHT-OF-WAY, CONTINUING A TOTAL DISTANCE OF 1452.00 FEET TO A COTTON PICKER SPINDLE FOUND ON THE SOUTH OF SAID LOT 17 FOR THE SOUTHEAST CORNER OF THIS TRACT;

3. THENCE, N 81° 20' 56" W, ALONG THE SOUTH LINE OF SAID LOT 17 & 18 AND WITHIN THE DAVIS ROAD RIGHT-OF-WAY A DISTANCE OF 60.00 FEET PASS THE SOUTHWEST CORNER OF SAID LOT 17 AND THE SOUTHEAST CORNER OF SAID LOT 18 CONTINUING A TOTAL DISTANCE OF 300.00 FEET TO A NAIL FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT;

4. THENCE N 08° 39' 04" E, ALONG THE WEST LINE OF SAID LOT 18 AND CENTER LINE OF KENYON ROAD RIGHT-OF-WAY A DISTANCE OF 1452.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES, MORE OR LESS.

Lot Area Table		
Lot #	SQ. FT.	Area
186	5,875.00	0.135
187	5,565.00	0.128
188	5,565.00	0.128
189	5,565.00	0.128
190	5,565.00	0.128
191	5,565.00	0.128
192	5,565.00	0.128
193	5,565.00	0.128
194	5,774.99	0.133
195	6,711.75	0.154
196	6,141.74	0.141
197	10,013.09	0.230
198	11,823.45	0.272
199	9,883.49	0.227
200	6,665.01	0.153
201	5,750.00	0.132
202	5,775.00	0.133
203	5,775.00	0.133
204	5,775.00	0.133
205	5,775.00	0.133
206	5,775.00	0.133
207	5,775.00	0.133
208	5,775.00	0.133

Lot Area Table		
Lot #	SQ. FT.	Area
209	5,775.00	0.133
210	5,775.00	0.133
211	5,775.00	0.133
212	5,775.00	0.133
213	5,775.00	0.133
214	5,775.00	0.133
215	5,775.00	0.133
216	5,775.00	0.133
217	6,571.39	0.151
218	7,248.68	0.166
219	7,345.09	0.169
220	14,950.00	0.343
221	13,700.90	0.315
222	6,975.62	0.160
223	7,032.14	0.161
224	5,773.18	0.133
225	5,439.72	0.125
226	5,565.00	0.128
227	5,565.00	0.128
228	5,565.00	0.128
229	5,565.00	0.128
230	5,875.00	0.135

Lot Line Table		
Line #	Length	Direction
L1	35.36'	N36° 20' 56"W
L2	21.21'	S53° 39' 04"W
L4	20.97'	N08° 39' 04"E
L7	21.21'	S36° 20' 56"E
L8	35.36'	N53° 39' 04"E

INDEX TO SHEET OF PUEBLO DE PALMAS PHASE 21

SHEET 1: HEADING, INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; SURVEYOR'S CERTIFICATION, OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1,; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; N.A.W.S.C. EASEMENT DEDICATION, PLAT NOTES AND RESTRICTIONS; DESCRIPTION (METES AND BOUNDS); LOT AREAS, LINE TABLE, CURVE TABLE;

SHEET 2: WATER DISTRIBUTION DESIGN LAYOUT; ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION),

SHEET 3: ENGINEERING REPORT, INCLUDING DESCRIPTION OF SANITARY SEWER AND ENGINEERS CERTIFICATION, (ENGLISH AND SPANISH VERSION); SUBDIVIDER CERTIFICATION; SANITARY SEWER LAYOUT; DETAILS

SHEET 4: MAP OF TOPOGRAPHY AND DRAINAGE LAYOUT; DITCH WIDENING & SECTION, STORM DRAINAGE CONSTRUCTION DETAILS; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION,

SHEET 5: MAP OF TOPOGRAPHY AND STREET LAYOUT; STREET DETAILS;

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PUEBLO DE PALMAS PHASE 21 IS LOCATED IN THE MID-CENTRAL PART OF HIDALGO COUNTY AT NORTHEAST INTERSECTION OF DAVIS ROAD & KENYON 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 83,920). PUEBLO DE PALMAS PHASE 21 LIES 0.50 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021.
THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
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EDINBURG, TX. 78541
227 N. Fm. 3167 — OFF: (956) 487-8258 — FAX: (956) 486-8581
RIO GRANDE CITY, TX. 78582
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	J GARY FRISBY, PRESIDENT JGF LAND CO. INC.	P.O. BOX 1000	MISSION, TX 78573	956-583-1114	956-583-8343
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

DRAWN BY: CIRO DATE:
SURVEYED, CHECKED DATE:
FINAL CHECK DATE:

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE

_____ DAY OF _____ 2017.

_____
J. GARY FRISBY
JGF LAND CO. INC.
ITS SOLE GENERAL PARTNER

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2017.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY

_____ _____
DATE CHAIRPERSON PLANNING & ZONING COMMISSION

JGF ENTERPRISES, L.P.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE, THE UNDER SIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS 21 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY

COMMISSIONERS COURT ON _____ DAY OF _____ 20___.

_____
HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL E. SESIN P.E., C.F.M. DATE:
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, J. GARY FRISBY, PRESIDENT OF JGF ENTERPRISES, L.P. AS OWNER OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PUEBLO 21 SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
J. GARY FRISBY, PRESIDENT DATE:
P.O. BOX 1000
MISSION, TEXAS 78573-1000

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY,
PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2017 .

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

_____ MELDEN & HUNT, INC
FRED L. KURTH, PE # 54151 TEXAS REGISTRATION F-1435
DATE PREPARED: SEPTEMBER 23, 2015
JOB No. (ENG.) 16153.00
BY: CIRO

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLAT AND DESCRIPTION OF THE PUEBLO DE PALMAS, PHASE 21, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND ON 9/15/15 BY ME OR UNDER MY SUPERVISION.

_____
FRED L. KURTH, RPLS # 4750
DATE SURVEYED: 07-15-13
BOOK T-1000, PGS. 5-6,9-10
JOB No. (SUR.) 15009.09

APPROVED BY IRRIGATION DISTRICT

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS _____ DAY OF _____, 2017 SUBJECT TO THE FOLLOWING
1.) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE;
2.) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL;
3.) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY AND EASEMENTS OF DISTRICT; AND
4.) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

_____ _____
SECRETARY PRESIDENT

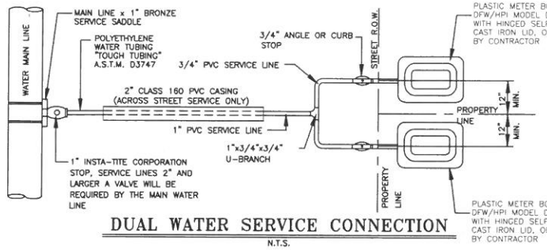
Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	60.88'	50.00'	069° 46' 08"	S16° 27' 52"E	57.19'	34.86'
C2	46.68'	50.00'	053° 29' 15"	S45° 09' 49"W	45.00'	25.20'
C3	46.68'	50.00'	053° 29' 15"	N81° 20' 56"W	45.00'	25.20'
C4	46.68'	50.00'	053° 29' 15"	N27° 51' 42"W	45.00'	25.20'
C5	46.68'	50.00'	053° 29' 15"	N25° 37' 33"E	45.00'	25.20'
C6	14.21'	50.00'	016° 16' 54"	N60° 30' 37"E	14.16'	7.15'
C7	18.95'	50.00'	019° 25' 11"	N41° 38' 21"W	16.87'	8.56'
C8	46.68'	50.00'	053° 29' 15"	N5° 11' 08"W	45.00'	25.20'
C9	46.68'	50.00'	053° 29' 15"	N48° 18' 07"E	45.00'	25.20'
C10	46.68'	50.00'	053° 29' 15"	S78° 12' 39"E	45.00'	25.20'
C11	46.68'	50.00'	053° 29' 15"	S24° 43' 24"E	45.00'	25.20'
C12	46.68'	50.00'	053° 29' 15"	S28° 45' 50"W	45.00'	25.20'
C13	11.47'	50.00'	013° 08' 36"	S62° 04' 46"W	11.44'	5.76'

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

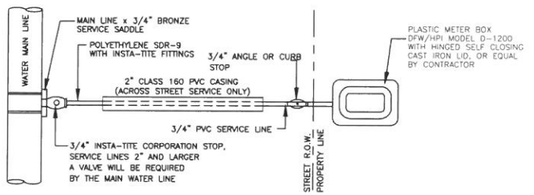
BY_____ DEPUTY



DUAL WATER SERVICE CONNECTION

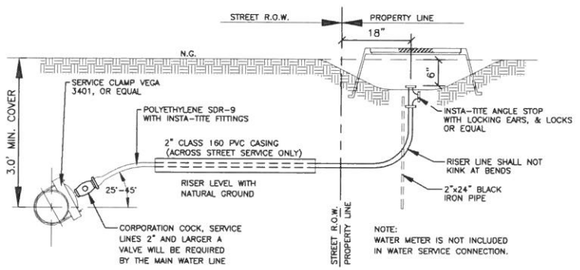
N.T.S.

NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.



SINGLE WATER SERVICE CONNECTION

N.T.S.



TYPICAL WATER SERVICE CONNECTION ELEVATION

N.T.S.

FINAL WATER AND SEWER ENGINEERING REPORT FORMAT
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 21 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE WITHIN AN EXCLUSIVE 15.0' N.A.W.S.C. EASEMENT ALONG THE WEST SIDE OF KENYON ROAD RIGHT-OF-WAY WITH AN 8" WATER LINE CROSSING KENYON ROAD TO THE NORTHWEST CORNER OF LOT 230 OF THIS SUBDIVISION. THE WATER SYSTEM FOR PUEBLO DE PALMAS PHASE 21 CONSISTS OF A 8" DIAMETER WATER LINE THAT CONNECTS INTO THE EXISTING 8" LINES PREVIOUSLY MENTION. THIS 8" LINE CONNECTS TO THE EXISTING WATER LINE THEN RUNS EAST ALONG THE SOUTH RIGHT-OF-WAY OF LUIS AVENUE THEN RUNS NORTH AND SOUTH ALONG THE WEST SIDE OF FALISHA STREET ENDING WITH 2" FLUSH VALVE AT THE NORTHEAST CORNER OF LOT 195 AND THE SOUTHEAST CORNER OF LOT 225 TO SERVE THIS SUBDIVISION.

WATER DISTRIBUTION FOR THE PUEBLO DE PALMAS PHASE 21 CONSISTS OF TWENTY (20) –1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND THREE (3) –¾" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $41,420.00, OR $920.44 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $48,946.00, WHICH COVERS THE $1,088.00 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.E.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 2 FIRE HYDRANTS AT A UNIT COST OF $4,200.00 FOR A TOTAL COST OF $8,400.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED, AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 90,366.00 WHICH EQUALS TO $2,008.13 PER LOT.

_____ _____
ENGINEER'S SIGNATURE DATE

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH (WATER AND WASTE WATER DISTRIBUTION SYSTEM BEING INSTALLED)
PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 21 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 RECIBIRA SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 21 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS QUE PASA DENTRO DE UN CONSECCIÓN EXCLUSIVO DE N.A.W.S.C. POR EL LADO OESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA KENYON ROAD Y UN CONDUCTO CRUSANDO KENYON ROAD TERMINANDO EN LA ESCINA NDROESTE DE LOTE 230. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 21 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS CRUSANDO KENYON ROAD. UNA LÍNEA DE 8" PULGADAS SE CONNECTA A LA LÍNEA PREVIAMENTE MENCIONADA CORRIAL ESTE EN EL LADO SUR DE LUÍS AVENUE LUEGO CORRE AL NORTE & SUR EN EL LADO OESTEO DEL DERECHO DE VIA DE FALISHA STREET TERMINANDO CON UNA VÁLVULA DE PRESIÓN DE 2 PULGADAS EN EL LADO NORESTE DE LOTE 195 & SURESTE DE LOTE 225 SERVIR ESTA SUBDIVISION.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN VENTE (20) DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE, Y TRES (3) CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE YA SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO. LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 41,420.00 O $ 920.44 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 48,960.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $1,088.00. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.E.W.S.C. LO INSTALARA SIN ALGUN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 2 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 4,200.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $ 8,400.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

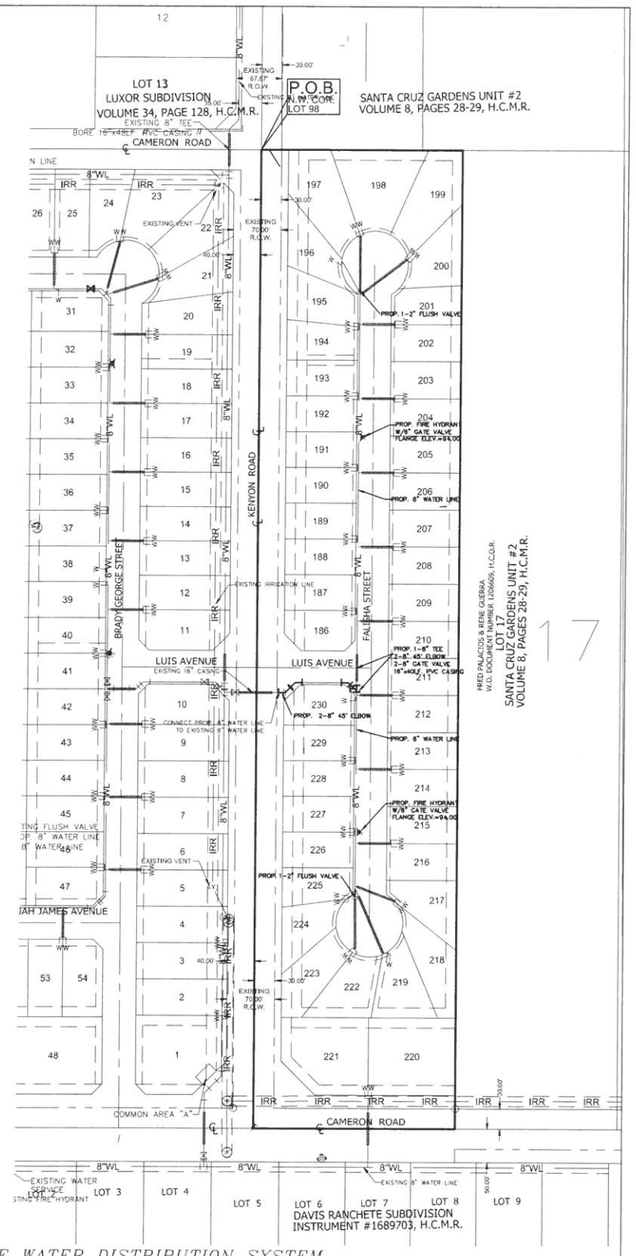
AGUA: EL SISTEMA/SERVICIO DE AGUA SERÁ INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 90,380.00 O $ 2,008.44 POR LOTE

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

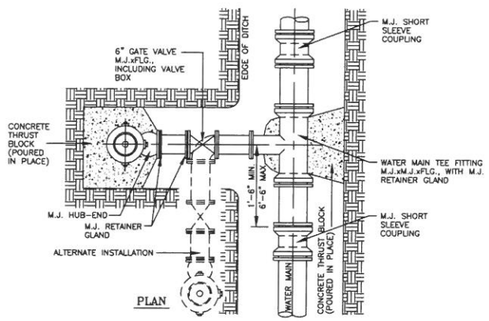
STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

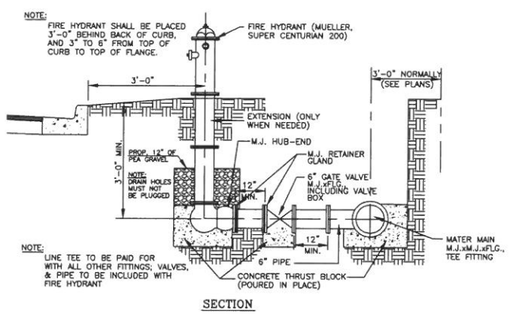
LEGEND:
PROPOSED DUAL WATER SERVICE
PROPOSED SINGLE WATER SERVICE

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA
SERVICIO DOBLE DE AGUA PROPUESTO
SERVICIO INDIVIDUAL DE AGUA PROPUESTO



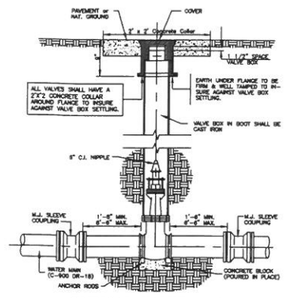
SCALE: 1"=100'





TYPICAL FIRE HYDRANT INSTALLATION

N.T.S.



TYPICAL VALVE and VALVE BOX INSTALLATION

N.T.S.

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 130,809.48
DRAINAGE IMPROVEMENTS:	$ 40,456.00
WATER DISTRIBUTION:	$ 41,420.00
SANITARY SEWER IMPROVEMETNS / OSSF:	$ 57,746.00

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 130,809.48
DREAJE PLUVIAL:	$ 40,456.00
SERVICIO DE AGUA POTABLE:	$ 41,420.00
SERVICIO DE DRENAJE SANITARIO	$ 57,746.00

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 21

BEING A RESUBDIVISION OF 10.000 ACRES
CONSISTING OF 2.00 ACRES OUT OF LOT 17,
& ALL OF LOT 18, BLOCK 41,
AMENDED MAP OF SUBDIVISION
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78541
OFF: (956) 381-0981
FAX: (956) 381-1839
227 N. F.M. 3167
RIO GRANDE CITY, TX. 78582
OFF: (956) 487-8256
FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com
ESTABLISHED 1947

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 21 WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF EDINBURG. THE SUBDIVIDER AND CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF EDINBURG HAS PROMISED TO TREAT THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND THE CITY OF EDINBURG HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

THE CITY OF EDINBURG HAS AN EXISTING 15" DIAMETER SEWER LINE STUB OUT TO THE EAST SIDE OF KENYON ROAD AT THE NORTHWEST CORNER OF LOT 193.

THE WASTEWATER SYSTEM FOR PUEBLO DE PALMAS PHASE 21 CONSISTS OF AN 15" AND 8" DIAMETER SEWER LINES OF WHICH THE 15" TAPS INTO THE EXISTING 15" LINE. THIS 15" LINE THEN RUNS EAST ALONG THE NORTH SIDE OF LOT 193 CROSSING AMY STREET RIGHT-OF-WAY THEN RUNS SOUTH ALONG THE EAST RIGHT-OF-WAY OF FELISHA STREET ENDING WITH A MANHOLE AT THE SOUTHWEST CORNER OF LOT 211 AND CONTINUING SOUTH WITH AN 8" SEWER LINE TO A MANHOLE AT THE NORTHWEST CORNER OF LOT 219 AND CONTINUING TO A MANHOLE AT THE NORTHWEST CORNER OF LOT 220. ANOTHER 8" LINE TAPS INTO THE MANHOLE PREVIOUSLY MANSION ON THE NORTHWEST CORNER OF LOT 203 THEN RUN NORTH ALONG THE EAST RIGHT-OF-WAY OF AMY STREET ENDING WITH A MANHOLE AT THE SOUTHWEST CORNER OF LOT 199.

THE 15" AND 8" LINE, 4" SERVICE LINE AND SIX (6) 48" SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $57,746.00 OR $1,283.24 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF EDINBURG THE SUM OF $26,158.95 WHICH COVERS THE $581.31 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO CITY OF EDINBURG. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $83,904.95 WHICH EQUALS TO $1,864.55 PER LOT.

_____
ENGINEER'S SIGNATURE DATE

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 21 RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE LA CIUDAD DE EDINBURG. EL DUEÑO DE LA SUBDIVISIÓN Y CIUDAD DE EDINBURG HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. CIUDAD DE EDINBURG HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

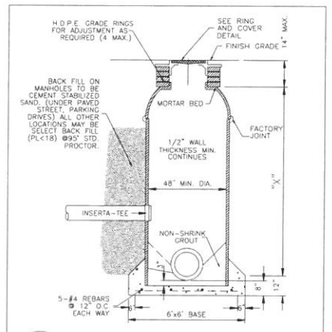
EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 21 CONSISTE DE UN CONDUCTO DE DRENAJE DE 15 PULGADAS QUE PASA AL LADO ESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA KENYON ROAD LOCALIZADO EN EL LADO NOROESTE DE LOTS 193.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO DE LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 21 CONSISTE DE UN CONDUCTO DE DRENAJE DE 15 Y 8 PULGADAS QUE SE CONECTA CON EL CONDUCTO DE DRENAJE SANITARIO EXISTENTE DE 15 PULGADAS. ESTA LÍNEA DE 15 PULGADAS CUAL SIGUE HACIA EL ESTE POR EL LADO NORTE DE LOTE 193 CURSANDO FELISHA STREET LUEGO CORRE AL SUR, EN EL LADO ESTE DEL DERECHO DE VÍA DE LA CALLE AMY STREET A UN ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL NOROESTE DE LOTE 212 Y CONTINUEA CON UN CONDUCTO DE DRENAJE DE 8 PULGADAS Y SE CONECTA CON UNA ALCANTARILLA DE 48 PULGADAS HA LA LÍNEA LOCALIZADO AL NOROESTE DE LOTE 219 Y SEGE CORRENDO AL SUR TERMINARA CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL NOROESTE DE LOTE 220. OTRO CONDUCTO DE 8 PULGADAS SERA CONECTADO A LA LÍNEA DE DRENAJE PREVIAMENTE MENCIONADA CON UNA ALCANTARILLA DE 48 PULGADAS HA LA LÍNEA LOCALIZADO AL NOROESTE DE LOTE 203 LA CUAL SERA EXTENDIDA RUMBO AL NORTE POR EL LADO ESTE DE LA AMY STREET TERMINANDO CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL SUROESTE DE LOTE 199.

LAS LÍNEAS DE 15 Y 8 PULGADAS, SERVICIO DE 4 PULGADAS Y SIES (6) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $ 57,746.00 O $ 1,283.24 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA CIUDAD DE EDINBURG UN COSTO TOTAL DE $ 26,158.95 O $ 581.31 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $ 83,904.95 O $ 1,864.55 POR LOTE.



SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I, I, J. GARY FRISBY, SUBDIVIDER OF PUEBLO DE PALMAS PHASE 21 SUBDIVISION, HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

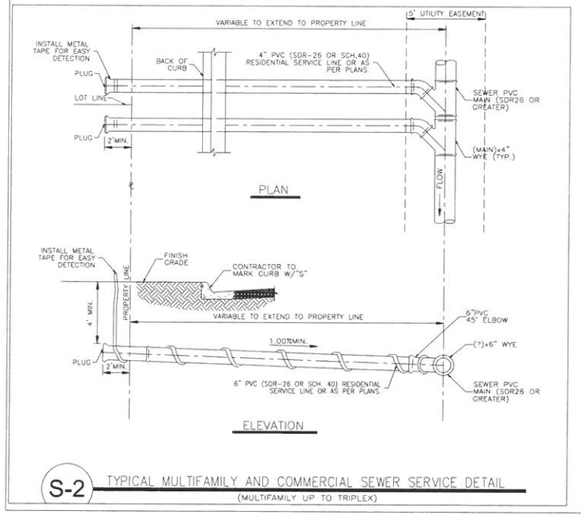
_____
J. GARY FRISBY

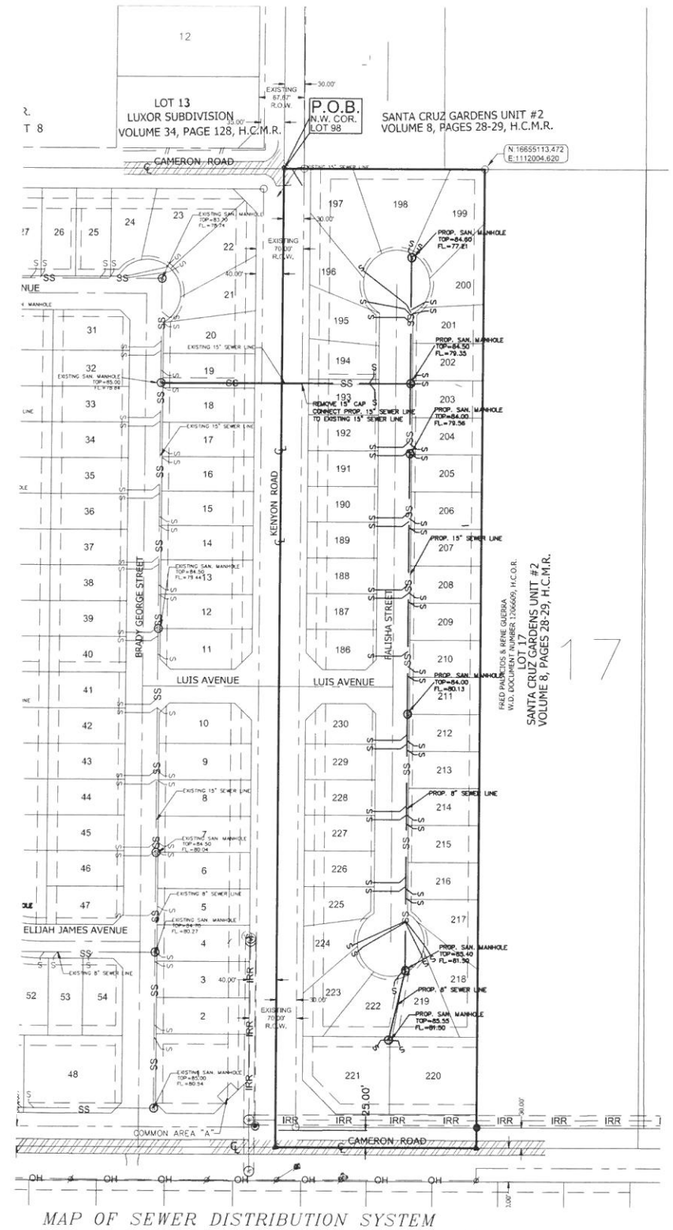
STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED,GEVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

_____DAY OF _____20_____

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____





MAP OF SEWER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DRENAJE SANITARIO

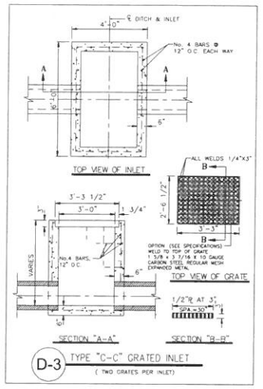
SUBDIVISION MAP OF

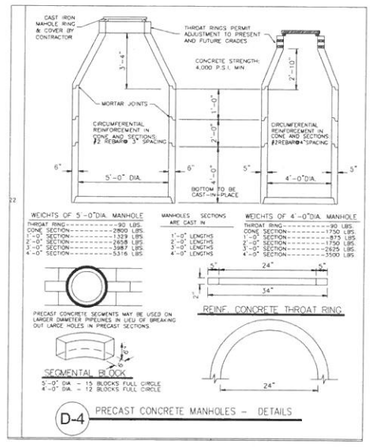
PUEBLO DE PALMAS PHASE 21

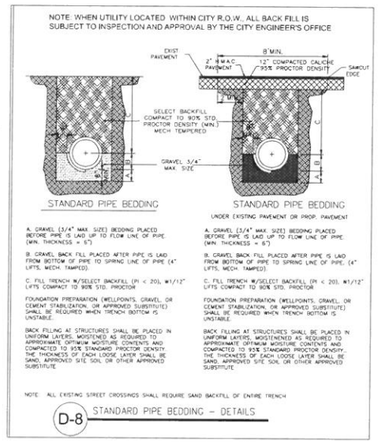
BEING A RESUBDIVISION OF 10.000 ACRES
CONSISTING OF 2.00 ACRES OUT OF LOT 17,
& ALL OF LOT 18, BLOCK 41,
AMENDED MAP OF SUBDIVISION
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
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RIO GRANDE CITY, TX. 78582
OFF: (956) 487-8256
FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com
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191,543 C.F. DETENTION REQUIRED
194,355 C.F. EXCAVATION FOR DETENTION AVAILABLE
217,755 C.F. EXCAVATION FROM DITCH

DRAINAGE STATEMENT
PUEBLO DE PALMAS PHASE 21

PUEBLO DE PALMAS PHASE 21 BEING A RESUBDIVISION OF 10.00 ACRES CONSISTING OF 2.00 ACRES OUT OF LOT 17 AND ALL OF LOT 18, BLOCK 41, OUT OF AMENDED MAP OF SUBDIVISION SANTA CRUZ GARDENS UNIT #2, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 8, PAGE 28-29, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED AT THE NORTHEAST INTERSECTION DAVIS ROAD & KENYON ROAD. THIS PROPERTY FALLS OUTSIDE IF CITY LIMITS OF EDINBURG BUT WITHIN THE 2 MILE ETJ OF THE CITY OF EDINBURG. THE PROPERTY IS CURRENTLY FARM LAND AND IS LOCATED IN ZONE "X" SHADED, ZONE "X" UNSHADED IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0325 D, MAP REVISED JUNE 6, 2000 FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001. ZONE "X" SHADED IS DEFINED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE ARES LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD".
ZONE "X UNSHADED" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN;"
THE LAND IS CURRENTLY AGRICULTURAL AND WILL BE USED FOR RESIDENTIAL, PHASE 21 WILL CONSIST OF 45 LOTS.

THE SOILS ARE FINE SANDY LOAM, SANDY CLAY LOAM WHICH IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. THIS SOIL IS IN HYDROLOGIC GROUP "B". (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS")

EXISTING RUNOFF IS BY SURFACE FLOW IN A SOUTHERLY DIRECTION AND HAS A RUNOFF OF 2.30 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS. PROPOSED RUNOFF AFTER DEVELOPMENT IS 13.80 C.F.S., DURING THE 10-YEAR STORM FREQUENCY, PER THE ATTACHED CALCULATION, WHICH IS AN INCREASE OF 11.50 C.F.S.

THE EXISTING DRAINAGE FOR PUEBLO DE PALMAS PHASE 21 IS PART OF THE OVERALL IMPROVEMENTS OF PUEBLO DE PALMAS PHASE 19 OVERALL SUBDIVISION. THESE IMPROVEMENTS HAVE ALREADY BEEN CONSTRUCTED AS PER THE APPROVED DRAINAGE REPORT FOR PUEBLO DE PALMAS PHASE 19 OVERALL SUBDIVISION.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, REVISED JUNE 6, 2000 IS CONTAINED WITHIN THE WIDENED OF THE NORTH MAIN DRAIN ALONG THE NORTH SIDE OF VISTA BONITA SUBDIVISION.

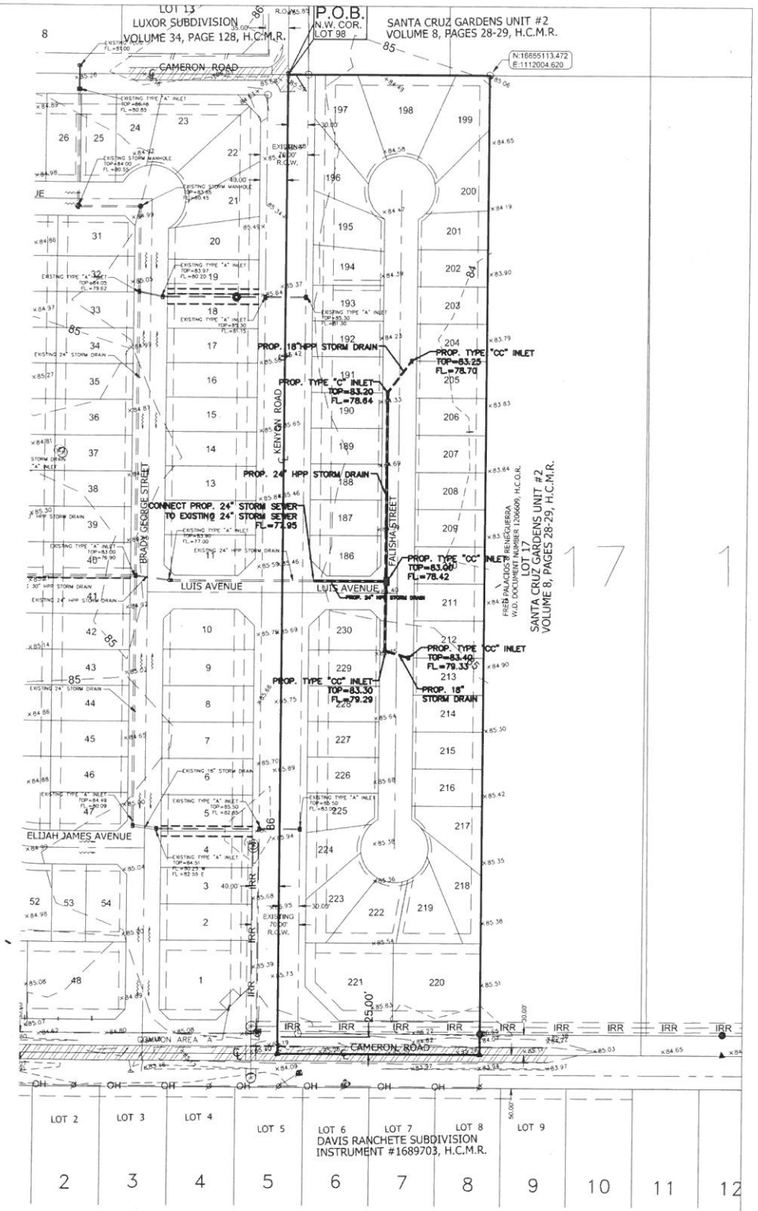
FRED L. KURTH, PE # 54151 RPLS # 4750 DATE:

MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

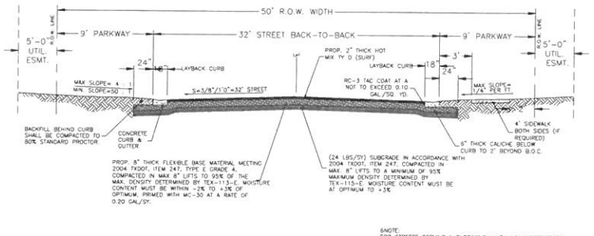
PUEBLO DE PALMAS PHASE 21

SUBDIVISION MAP OF
BEING A RESUBDIVISION OF 10.000 ACRES
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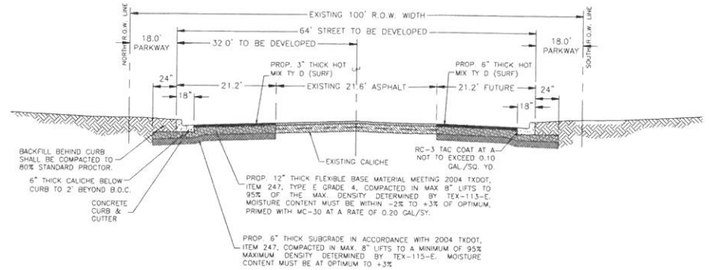


FLEXIBLE BASE (TYPE E GRADE 4) SHALL CONFORM TO THE FOLLOWING REQUIREMENTS, PRIOR TO THE ADDITION OF LIME:

SIEVE DESIGNATION (SQ. MESH)	PERCENT REQUIRED
2"	100
NO. 4	70-100
NO. 40	15-40
NO. 200	3-15
MAX. LL	35
MAX. PLAST. INDEX (PI)	10
WET BALL MILL MAX PASSING	40

NOTE:
FOR STREETS SERVING A SUBDIVISION WITH NO STREET TREES (LESS THAN 16 LOTS)

P-1 MINOR RESIDENTIAL STREET SECTION (32' BB – 50' R.O.W.) – DETAIL

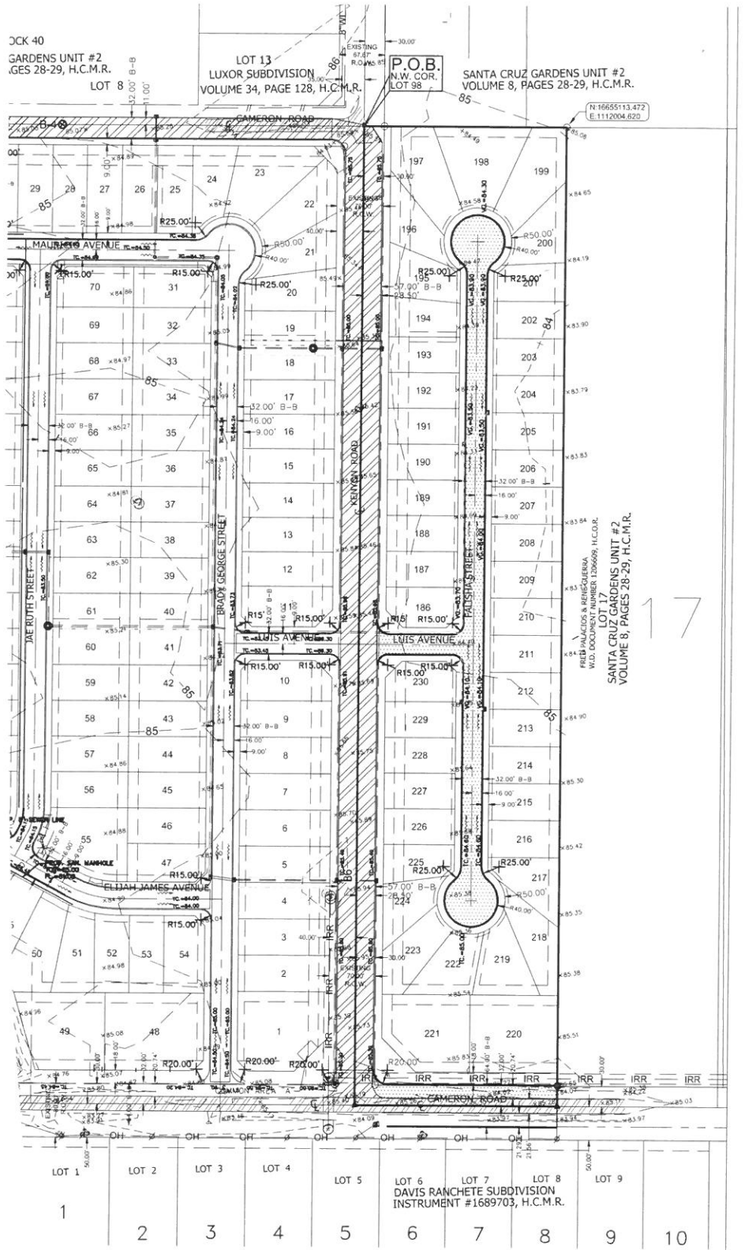


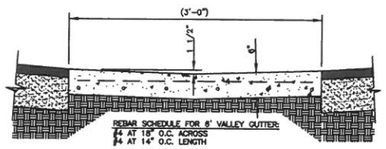
DAVIS ROAD
450 LF. ASPHALT

N

BEARING BASIS AS PER TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS SOUTH ZONE (4205) NAD 83(NSRS 2007)

SCALE: 1"=100'





SECTION "CC" – CONCRETE VALLEY GUTTER
N.T.S.

GENERAL NOTES:

1. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED IN ACCORDANCE W/ THD 1972 SPECIFICATIONS ITEM 531. CONSIDERED INCIDENTAL TO CONCRETE WORK.
2. 1/2" EXPANSION JOINTS REQUIRED AT 70' c.c. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' c.c.

STREET LAYOUT MAP OF
PUEBLO DE PALMAS PHASE 21

BEING A RESUBDIVISION OF 10.000 ACRES
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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: 1-24-2017

PROPOSED **DEL REY ESTATES UNIT 2** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **KK ENGINEERING** DEVELOPER: **KYNDEL W. BENNETT (BENNETT-FLORES INVESTMENTS, LLC.)**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **154** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY **25** ☒ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **SOUTH WEST CORNER OF CANTON ROAD AND ALAMO ROAD [F.M. 907] INTERSECTION.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **EDINBURG** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-14-2016** PROPERTY LIES WITHIN FLOOD ZONE: **"B "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY STORM SEWER PIPE SYSTEM DISCHARGING TO A PROPOSED DRAIN DITCH ABUTTING THE WEST LOT LINE OF THIS PROPOSED SUBDIVISION.**

ROAD R.O.W. DEDICATION: **10.00 FEET ON CANTON ROAD AND 20.00 FEET ON ALAMO ROAD (F.M. 907)**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **01-10-2016** By, **JOSE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **01-17-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE A. GONZALEZ**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **CANTON ROAD.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **01-10-2017** : 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: _____, __

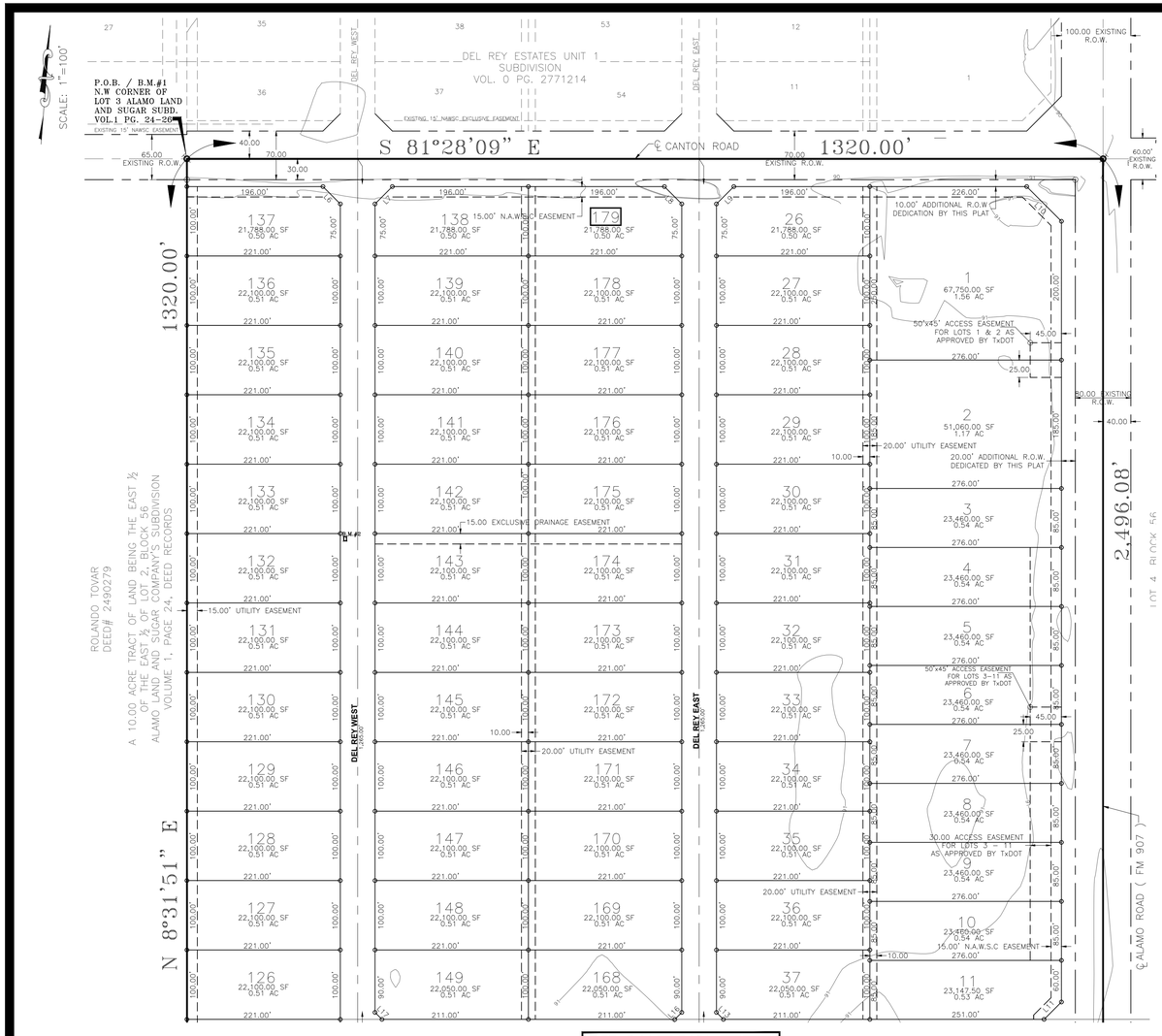
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **EDINBURG**.

☐ **Final Approval** *subject to recommendations other departments*

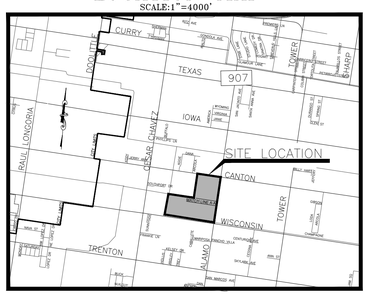
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



LOCATION MAP

SCALE:1"=4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

JURISDICTION OF A MUNICIPALITY:
DEL REY ESTATES UNIT 2 LOCATED NORTH WEST CORNER OF ALAMO ROAD AND WISCONSIN ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 – 2010 CENCUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF EDINBURG. LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 4.

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES (FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630-2125 FAX (956) 630-2219

LINE DATA TABLE		
LINE	LENGTH	DELTA
L1	153.81'	N 81°28'05" W
L2	51.17'	S 39°16'06" W
L3	267.60'	S 08°31'51" E
L4	130.38'	S 81°42'46" E
L5	133.20'	N 09°50'33" E
L6	35.36'	S 53°31'51" W
L7	35.36'	N 36°28'09" W
L8	35.36'	S 53°31'51" W
L9	35.36'	S 53°31'51" W
L10	70.71'	N 36°28'09" W
L11	35.36'	N 53°31'51" E
L12	35.36'	S 36°28'09" E
L13	14.14'	N 36°28'09" W
L14	14.14'	S 53°31'51" W
L15	14.14'	N 36°28'09" W
L16	14.14'	S 53°31'51" W
L17	14.14'	S 53°31'51" W
L18	14.14'	N 36°28'09" W

LINE DATA TABLE		
LINE	LENGTH	DELTA
L19	14.14'	S 53°31'51" W
L20	14.14'	N 36°28'09" W
L21	14.14'	N 53°31'51" E
L22	14.14'	S 36°28'09" E
L23	14.14'	N 36°28'09" W
L24	14.14'	S 53°31'51" W
L25	14.14'	S 53°31'51" W

LEGEND
- ⊘ NAIL SET
- ○ 1/2" IRON ROD SET

INDEX TO SHEETS OF AS DEL REY ESTATES UNIT 2 SUBDIVISION	
SHEET 1 OF 2 PLAT	HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR' S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; H.C.IRRIGATION DISTRICT#2, AND HCHD. REVISION NOTES.
SHEET 2 OF 2 PLAT	PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION, COUNTY CLERKS, SURVEYOR AND ENGINEER'S CERTIFICATIONS;
SHEET 3	WATER DISTRIBUTION AND SANITARY SEWER MAP; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, OFFSITE WATER LINE DESIGN.
SHEET 4	MAP OF TOPOGRAPHY AND PAVING AND DRAINAGE, AND ENGINEER'S CERTIFICATION AND DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT;

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE DEL REY ESTATES UNIT 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ _____

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W. BENNETT, BENNETT-FLORES INVESTMENTS, LLC.	P.O. BOX 365	LA BLANCA 78558	(956) 464-4431	(956) 464-2597
ENGINEER:	KAMBIZ S. KHADEMI P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM88	MONTE ALTO 78538	(956) 380-5154	(956) 380-5156

GENERAL SUBDIVISION PLAT NOTES

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 24" ABOVE THE TOP OF THE STREET CURB WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. THIS SUBDIVISION IS LOCATED IN:
ZONE "B" (MEDIUM SHADED) FEMA FIRM COMMUNITY PANEL No. 480334 0425 C REVISED NOVEMBER 16, 1982.

AREAS BETWEEN LIMITS OF THE 100–YEAR FLOOD AND 500–YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100–YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

3. SETBACKS:

FRONT:	25.00 FEET
FRONT ALAMO RD.	60.00 FEET (FM 907)
FRONT CANTON RD.	40.00 FEET FOR LOT 1 ONLY
REAR:	15.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE:	15.00 FEET
CORNER SIDE ALAMO RD:	20.00 FEET
GARAGE FRONT:	18.00 FEET
SIDE:	6.00 FEET OR EASEMENT WHICHEVER IS GREATER

4. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE–FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5. LOTS 1 THROUGH 25 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 1 THROUGH 25 ARE FOR NON RESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATION FOR CONSTRUCTION IS REQUIRED BY PLANNING, HEALTH, AND FIRE MARSHALL DEPARTMENTS PRIOR TO OCCUPYING THE LOT.

6. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM ALAMO ROAD (FM 907) ON TO LOTS 1 THROUGH 25. A 40 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 1 & 2, 6 & 7, 17 AND 23. A 30 FOOT INGRESS AND EGRESS EASEMENT WILL BE DEDICATED BY THIS PLAT TO PROVIDE INGRESS AND EGRESS FOR LOTS 3 THROUGH 25. THE 30 FOOT ACCESS EASEMENT SHALL BE AS WELL AS DRIVEWAY MAINTAINED BY OWNERS OF LOTS 3 THROUGH 25.

7. CORNER MARKERS, CONSISTING OF A ONE–HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

8. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

–>B.M. NO. 1–ELEV. 90.00 A PK NAIL SET ON THE NORTH WEST CORNER OF THIS SUBDIVISION BEING THE CENTER LINE OF CANTON ROAD. (NAVD 1988)

–>B.M. NO. 2–ELEV. 89.90 ON TOP OF STORM DRAINAGE TYPE "A" INLET SOUTH EAST CORNER OF LOT 132 (NAVD 1988)

–>BM. No.3–ELEV. 91.75 ON TOP OF STORM DRAINAGE TYPE "A" INLET SOUTH WEST CORNER OF LOT 111 (NAVD 1988)

–>BM. No.4–ELEV. 90.85 ON TOP OF STORM DRAINAGE TYPE "A" INLET SOUTH WEST CORNER OF LOT 43 (NAVD 1988)

9. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 194,749.00 CUBIC–FEET (4.47 ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.3 FOR STORM SEWER IMPROVEMENTS.)

10. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13. AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER LOT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

14. ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE. (EXCEPT COMMERCIAL ONLY LOTS 1 THROUGH 25)

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

15. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

16. KYNDEL W. BENNETT, THE OWNER & SUBDIVIDER OF DEL REY ESTATES UNIT 2 SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

17. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

18. NO ACCESS SHALL BE ALLOWED FROM CANTON ROAD ONTO LOTS 26, 137, 138, AND 179. NO ACCESS SHALL BE ALLOWED FROM GALIANA STREET ONTO LOTS 11 AND 12.

19. STREET & STOP SIGNS WILL BE INSTALLED BY THE DEVELOPER.

20. A 4.0 FT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE, AS PER CITY OF EDINBURG, ALONG ALL INTERNAL STREETS.

21. A 5.0 FT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE, AS PER CITY OF EDINBURG, ALONG ALAMO ROAD AND CANTON ROAD.

22. FIRE HYDRANTS WILL BE INSTALLED & PAINTED BLACK BY THE DEVELOPER.

23. 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.

24. EXISTING 30 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.2 EASEMENT RECORDED UNDER VOLUME 25 PAGE 312 SHALL BE ABANDONED BY THIS PLAT. EXISTING IRRIGATION LINE SHALL BE ABANDONED AND CRUSH IN PLACE.

25. ACCESS FROM WISCONSIN ROAD SHALL NOT BE ALLOWED ONTO SUBDIVISION DUE TO THE EXISTING 80 FOOT HCID#2 CANAL R.O.W. (SHEET 1 OF 2)

SHEET 1 OF 4

METES AND BOUNDS

A 113.25 ACRE TRACT OF LAND OUT OF LOTS 3, 6 AND 7 BLOCK 56, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, AS RECORDED IN VOLUME 1, PAGES 24–26, DEED RECORDS, HIDALGO COUNTY, TEXAS AND SAID 113.25 ACRE TRACT IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING ON A PK NAIL SET AT THE NORTHWEST CORNER OF SAID LOT 3, IN THE RIGHT OF WAY OF CANTON ROAD, AS RECORDED IN VOLUME 1, PAGE 24, DEED RECORDS, HIDALGO COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE S 81°28'09" E, WITH THE NORTH LINE OF SAID LOT 3 AND WITHIN THE RIGHT OF WAY OF SAID CANTON ROAD, A DISTANCE OF 1,320.00' TO A PK NAIL SET AT THE NORTHEAST CORNER OF SAID LOT 3 AND THE INTERSECTION OF SAID CANTON ROAD AND ALAMO ROAD, AS RECORDED IN VOLUME 1, PAGE 24, DEED RECORDS, HIDALGO COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE S 08°31'51" W, WITH THE EAST LINE OF SAID LOTS 3 AND 6 AND WITHIN THE RIGHT OF WAY OF SAID ALAMO ROAD, A DISTANCE OF 2496.08' TO A NAIL SET, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE N 81°28'05" W, AT A DISTANCE OF 40.00' PASS A 1/2" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET ON THE WEST RIGHT OF WAY LINE OF SAID ALAMO ROAD, CONTINUING A TOTAL DISTANCE OF 153.81' TO A 1/2" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET ON AN INSIDE CORNER OF A 30' HESCO GAS EASEMENT, AS RECORDED IN DOCUMENT NO. 1335051, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR AN INSIDE CORNER OF THIS TRACT OF LAND;

THENCE S 39°16'06" W, CONTINUING WITH THE SOUTH LINE OF SAID 30' HESCO GAS EASEMENT, A DISTANCE OF 51.17' TO A 1/2" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET ON AN OUTSIDE CORNER OF SAID 30' HESCO GAS EASEMENT, FOR AN OUTSIDE CORNER OF THIS TRACT OF LAND;

THENCE N 81°28'05" W, WITH THE SOUTH LINE OF SAID 30' HESCO GAS EASEMENT, A DISTANCE OF 2460.03' TO A 1/2" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET ON THE WEST LINE OF SAID LOT 7, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE N 08°31'51" E, WITH THE WEST LINE OF SAID LOT 7, A DISTANCE OF 267.60' TO A 1/2" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET ON THE EAST LINE OF SAID H.C.I.D. NO. 2 R.O.W., FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE N 09°11'56" E, WITH THE EAST LINE OF SAID H.C.I.D. NO. 2 R.O.W., A DISTANCE OF 818.73' TO A 1/2" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET ON AN INSIDE CORNER OF SAID H.C.I.D. NO. 2, FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE S 81°42'46" E, ALONG THE SOUTH LINE OF SAID H.C.I.D. NO. 2 R.O.W., A DISTANCE OF 130.38' TO A 1/2" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET ON AN OUTSIDE CORNER OF SAID H.C.I.D. NO. 2 R.O.W., FOR AN INSIDE CORNER OF THIS TRACT;

THENCE N 09°50'33" E, CONTINUING WITH THE H.C.I.D. NO. 2 R.O.W. LINE, A DISTANCE OF 133.20' TO A 1/2" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET ON THE NORTH LINE OF SAID LOT 7, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE S 81°28'09" E, WITH THE NORTH LINE OF SAID LOTS 6 AND 7, A DISTANCE OF 1177.02' TO A 1/2" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET ON THE COMMON CORNER OF SAID LOTS 3, 6 AND 7, FOR AN INSIDE CORNER OF THIS TRACT OF LAND;

THENCE N 08°31'51" E, WITH THE WEST LINE OF SAID LOT 3, AT A DISTANCE OF 1290.00' PASS A 1/2" IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING" SET ON THE SOUTH RIGHT OF WAY LINE OF SAID CANTON ROAD, CONTINUING A TOTAL DISTANCE OF 1320.00' TO THE POINT OF BEGINNING, CONTAINING 113.25 ACRES OF LAND, LESS 3.17 ACRES OF ROAD, LEAVING 110.08 ACRES MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20____.

_____
KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA ROAD, TX 78558

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF DEL REY ESTATES UNIT 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON,_____, _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS, THE_____DAY OF_____, 201____.

NO IMPROVEMENTS OF ANY KIND(INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT–OF–WAYS OR EASEMENTS.

_____ ATTEST_____
PRESIDENT SECRETARY

REVISION	DATE	BY

PLAT OF DEL REY ESTATES UNIT 2 SUBDIVISION

A 113.25 ACRE TRACT OF LAND OUT OF LOTS 3, 6 AND 7 BLOCK 56, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, AS RECORDED IN VOLUME 1, PAGES 24–26, DEED RECORDS, HIDALGO COUNTY, TEXAS

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: OCTOBER, 2016

STATE OF TEXAS COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

DEL REY ESTATES L.P., a
AS OWNER OF THE 113.25 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED DEL REY ESTATES UNIT 2 SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
OWNER: DATE
DEL REY ESTATES L.P., a
A TEXAS LIMITED PARTNERSHIP
BY: DEL REY ESTATES GP L.L.C., a
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____20_____.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY HEREIN MY APPROVAL IS REQUIRED.

ATTEST:

_____ _____ _____ _____
MAYOR'S SIGNATURE DATE CITY SECRETARY DATE

PLANNING & ZONING COMMISSION CERTIFICATION

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS DEL REY ESTATES UNIT 2 CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY HEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 20___.

_____
CHAIRPERSON–PLANNING & ZONING COMMISSION

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT

PLAT OF DEL REY ESTATES UNIT 2 SUBDIVISION

SCALE: 1"=100'

EXISTING HCDD#1 MAIN DRAIN DITCH R.O.W. VOL. 2055 PG.454

EXISTING HCDD#1 MAIN DRAIN DITCH ROW VOL. 2055 PG.454

120.00' X 130.00' HCDD#1 VOL.2055 PG.454

RENE AND JOVA DE LEON A 2.29 ACRES OF THE WEST ½ ACRES OF ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS

ARNOLDO ARTEAGA ESTELA ARTEAGA A 4.59 ACRES OF THE WEST 10.00 ACRES OF ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS

SERGIO PENA AND ELIZABETH PENA A 2.29 ACRES TRACT OF LAND OUT OF THE WEST ½ ACRES OF ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS

ALMA AMELIA FUENTES A 2.29 ACRES TRACT OF LAND OUT OF THE WEST ½ ACRES OF ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS

BEATRIZ MONTALVO A 2.29 ACRES TRACT OF LAND OUT OF THE WEST ½ ACRES OF ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS

JOSE T. GONZALEZ AND ROSA MARIA GONZALEZ DEED# 711369 A 2.29 ACRES TRACT OF LAND OUT OF THE WEST ½ ACRES OF ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS

WILLIAM W. WALLS AND CYNTHIA G. WALLS DEED# 328536
A 5.00 ACRES OF THE WEST 5.00 ACRES OF THE EAST 20 ACRES OF LOT 2, BLOCK 56 ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS

JUAN JOSE GONZALEZ AND BERTHA GONZALEZ DEED# 807024
A 5.00 ACRES OF THE WEST 10 ACRES OF THE EAST 20 ACRES OF LOT 2, BLOCK 56 ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS

ROLANDO TOVAR DEED# 2490279
A 10.00 ACRE TRACT OF LAND BEING THE EAST ½ OF THE EAST ½ OF LOT 2, BLOCK 56 ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS

MATCH LINE A–A

S 81°28'09" E 1177.02'

617.19

N 81°28'05" W 628.36

2,460.03'

818.73'

N 09°11'56" E

RAFAEL M. LUNA AND MARIA PAZ LUNA LIVING TRUST DEED#521814
LOT 8, BLOCK 56 ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS

PROP. DRAIN DITCH R.O.W. DEDICATED TO HCDD#1 BY THIS PLA

EXISTING IRRIGATION LINE

CADEREYTA ST. 1,151.07

CERRALVO ST. 1,151.07 (81°28'09")

CERRALVO ST. 492.00

GALEANA ST. 492.00

APODACA ST. 1,060.00

DEL REY WEST 970.00

DEL REY EAST 970.00

¢ CALAMO ROAD (FM 907)

LOT 5, BLOCK 56 ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS

¢ WISCONSIN ROAD

LOT 10, BLOCK 56 ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS

LOT 11, BLOCK 56 ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS

EXISTING 30.00' HESCO GAS PIPELINE EASEMENT DOC.# 1335051

25.00' TENNESSEE GAS TRANSMISSION EASEMENT VOL.696 PG.521

EXISTING 30.00' HESCO GAS PIPELINE EASEMENT DOC.# 1335051

80' H.C.I.D. #2 CANAL R.O.W. VOL. 25 PG. 312

EXISTING 40.00 R.O.W

50.00 EXISTING R.O.W.

30.00 ACCESS EASEMENT FOR LOTS 12 – 19 AS APPROVED BY TxDOT

30.00 ACCESS EASEMENT FOR LOTS 20 – 25 AS APPROVED BY TxDOT

50'x55' ACCESS EASEMENT FOR LOTS 12–19 AS APPROVED BY TxDOT

50'x55' ACCESS EASEMENT FOR LOTS 20–25 AS APPROVED BY TxDOT

15.00' UTILITY EASEMENT

15.00 EXCLUSIVE DRAINAGE EASEMENT

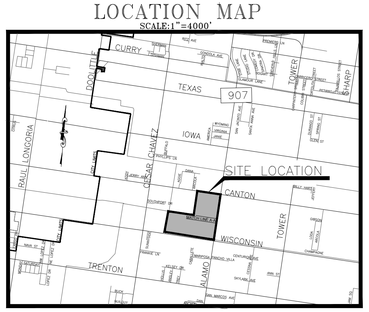
15.00 DRAINAGE EASEMENT

15.00 IRRIGATION EASEMENT

7.50 EXISTING IRRIGATION LINE

LOCATION MAP

SCALE:1"=4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

JURISDICTION OF A MUNICIPALITY:
DEL REY ESTATES UNIT 2 LOCATED NORTH WEST CORNER OF ALAMO ROAD AND WISCONSIN ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 – 2010 CENCUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF EDINBURG. LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 4.

LEGEND	
⊘	NAIL SET
○	1/2" IRON ROD SET

INDEX TO SHEETS OF AS DEL REY ESTATES UNIT 2 SUBDIVISION	
SHEET 1 OF 2 PLAT	HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR' S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; H.C.IRRIGATION DISTRICT#2, AND HCHD. REVISION NOTES.
SHEET 2 OF 2 PLAT	PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION, COUNTY CLERKS, SURVEYOR AND ENGINEER'S CERTIFICATIONS;
SHEET 3	WATER DISTRIBUTION AND SANITARY SEWER MAP; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, OFFSITE WATER LINE DESIGN.
SHEET 4	MAP OF TOPOGRAPHY AND PAVING AND DRAINAGE, AND ENGINEER'S CERTIFICATION AND DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT;

LINE DATA TABLE		
LINE	LENGTH	DELTA
L1	153.81'	N 81°28'05" W
L2	51.17'	S 39°16'06" W
L3	267.60'	S 08°31'51" E
L4	130.38'	S 81°42'46" E
L5	133.20'	N 09°50'33" E
L6	35.36'	S 53°31'51" W
L7	35.36'	N 36°28'09" W
L8	35.36'	S 53°31'51" W
L9	35.36'	S 53°31'51" W
L10	70.71'	N 36°28'09" W
L11	35.36'	N 53°31'51" E
L12	35.36'	S 36°28'09" E
L13	14.14'	N 36°28'09" W
L14	14.14'	S 53°31'51" W
L15	14.14'	N 36°28'09" W
L16	14.14'	S 53°31'51" W
L17	14.14'	S 53°31'51" W
L18	14.14'	N 36°28'09" W

LINE DATA TABLE		
LINE	LENGTH	DELTA
L19	14.14'	S 53°31'51" W
L20	14.14'	N 36°28'09" W
L21	14.14'	N 53°31'51" E
L22	14.14'	S 36°28'09" E
L23	14.14'	N 36°28'09" W
L24	14.14'	S 53°31'51" W
L25	14.14'	S 53°31'51" W

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	39.52'	50.00	45°17'21"	S 23°28'25" E	38.50'
C2	39.52'	50.00	45°17'21"	S 21°48'56" E	38.50'
C3	39.52'	50.00	45°17'21"	S 67°06'17" W	38.50'
C4	39.51'	50.00	45°16'42"	N 67°36'41" W	38.49'
C5	39.51'	50.00	45°16'42"	S 66°31'15" E	28.49'
C6	39.52'	50.00	45°17'21"	N 68°11'43" W	38.50'
C7	39.52'	50.00	45°17'21"	N 22°54'22" W	38.50'
C8	39.52'	50.00	45°17'21"	N 22°22'59" E	38.50'
C9	39.52'	50.00	90°00'00"	N 45°32'43" W	70.71'
C10	39.52'	50.00	90°00'00"	N 44°27'17" E	70.71'
C11	40.00'	50.00	45°50'17"	S 36°32'09" W	38.94'
C12	40.00'	50.00	45°50'29"	S 09°18'14" E	38.95'

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COST TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES WILL BE CONSTRUCTED.

SEWAGE FACILITIES: (SEWER SERVICE CONNECTION/INSTALLATION OF SEPTIC SYSTEMS) ARE ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF 44 LOTS FOR THIS SUBDIVISION. THE SUBDIVIDER HAS PAID A TOTAL OF $66,000.00 TO CONTRACTOR / ALREADY INSTALLED TO COVER THE COST OF (SEWER SERVICE CONNECTIONS/INSTALLATION OF SEPTIC SYSTEMS).

DATED THIS THE ____ DAY OF _____ 201_

_____
REGISTERED PROFESSIONAL ENGINEER

No.57767 STATE OF TEXAS

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE AR NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR READS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WHERE PROPERLY PACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE _____ DAY OF _____ 201_

_____
REGISTERED PROFESSIONAL SURVEYOR

NO.5571 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
JOSE MARIO GONZALEZ
5571
PROFESSIONAL
LAND SURVEYOR

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
(956) 630-2125
FAX (956) 630-2219
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502

REVISION	DATE	BY

DRAWING DATE: JANUARY, 2015
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 OCTOBER/2016
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

PLAT & LOT DESIGN

DEL REY ESTATES, L.P.

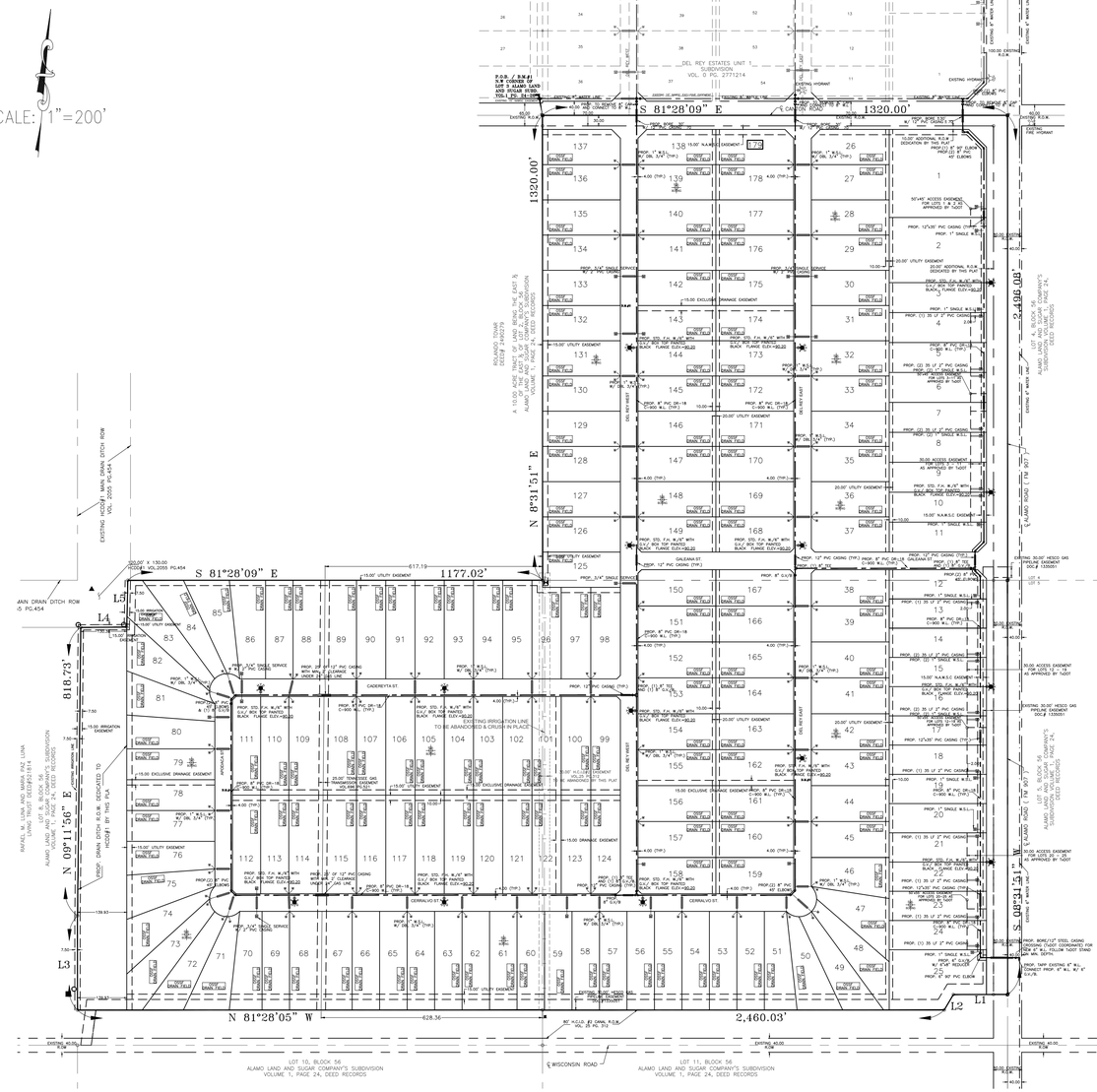
A 113.25 ACRE TRACT OF LAND OUT OF LOTS 3, 6 AND 7 BLOCK 56, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, AS RECORDED IN VOLUME 1, PAGES 24–26, DEED RECORDS, HIDALGO COUNTY, TEXAS

PREPARED BY: K. K. ENGINEERING CONSULTANT
DATE: OCTOBER, 2016

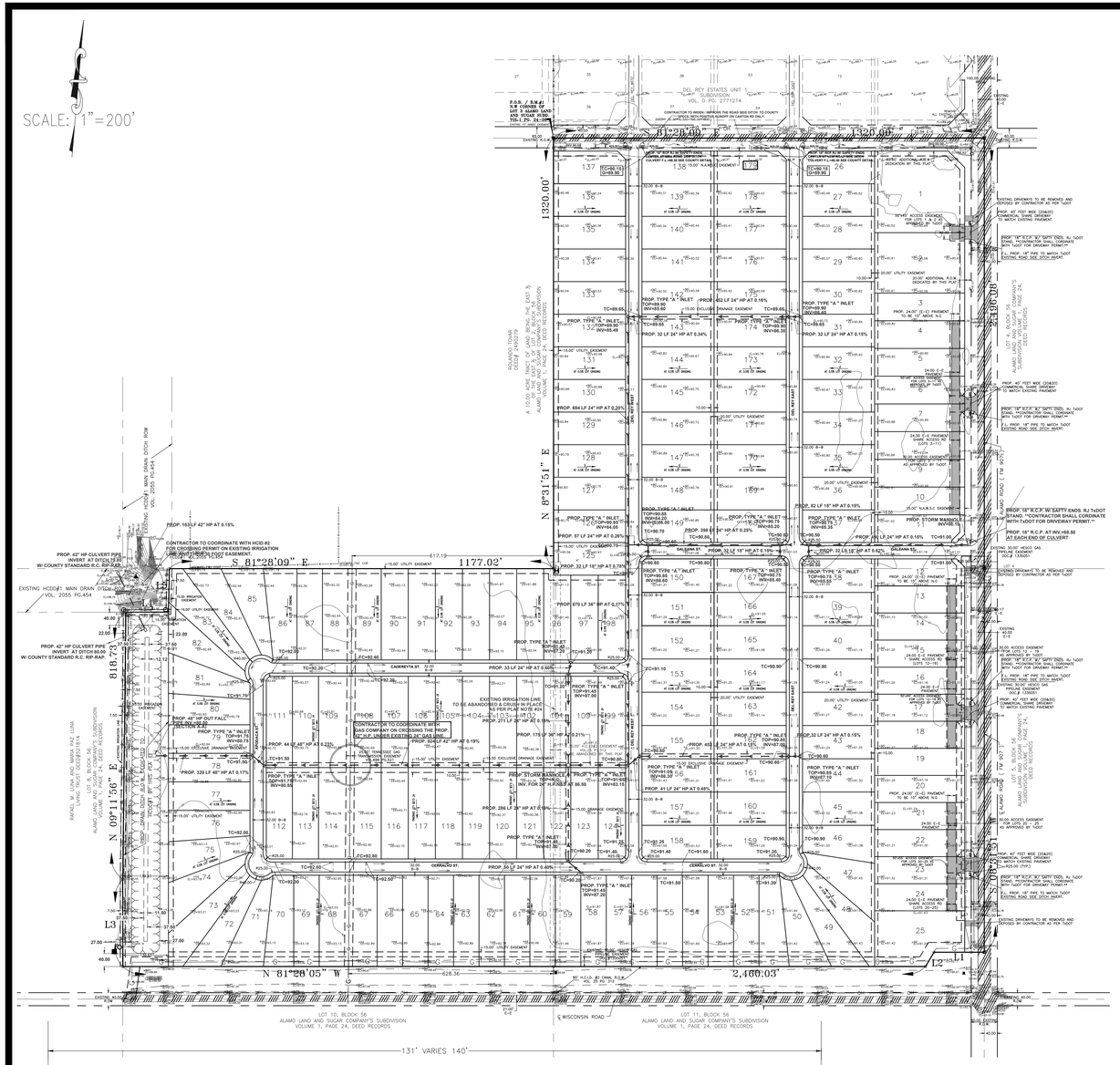
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PLAT & LOT DESIGN

SHEET 2 OF 4


SCALE: 1"=200'
DEL REY ESTATES UNIT 1 SUBDIVISION VOL. 0 PG. 2771214
P.O.B. / S.W.C.
S 81°28'09" E 1320.00'
N 8°31'51" E 2,460.00'
S 81°28'09" E 1177.02'
N 09°11'56" E 818.73'
N 81°28'05" W 628.36'
2,460.03'
617.19'
L1
L2
L3
L4
L5
EXISTING HIDGAY MAIN DRAIN DITCH ROW
VOL. 2055 PG.454
MAIN DRAIN DITCH ROW
PG.454
CADEREYTA ST.
GALEANA ST.
CERRALVO ST.
DEL REY WEST
EXISTING IRRIGATION LINE TO BE ABANDONED & CRUSH IN PLACE
EXISTING 30.00' HESCO GAS PIPELINE EASEMENT DOC.# 1335551
EXISTING 30.00' HESCO GAS PIPELINE EASEMENT DOC.# 1335551
50.00' ACCESS EASEMENT FOR LOTS 26 - 29 AS APPROVED BY TxDOT
50.00' ACCESS EASEMENT FOR LOTS 26 - 29 AS APPROVED BY TxDOT
50'x40' ACCESS EASEMENT AS APPROVED BY TxDOT
RAFAEL M. LUNA AND MARIA PAZ LUNA LIVING TRUST DESC#23-1814
LOT 8, BLOCK 56 ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS
RICHARD ROWE ET UX VOL. 2055 PG. 454
A 15.00 ACRE TRACT OF LAND, BEING THE EAST ½ OF LOT 8, BLOCK 56 ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS
LOT 7, BLOCK 56 ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS
LOT 9, BLOCK 56 ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS
LOT 10, BLOCK 56 ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS
LOT 11, BLOCK 56 ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION VOLUME 1, PAGE 24, DEED RECORDS
WISCONSIN ROAD
EXISTING 12" WATER LINE
EXISTING 8" WATER LINE
EXISTING HYDRANT
EXISTING R.O.W.
PROP. 1" W.S.L. W/ DBL. 3/4" (TYP.)
PROP. 1" W.S.L. W/ SGL. 3/4" (TYP.)
PROP. 1" SINGLE W.S.L.
PROP. 3/4" SINGLE SERVICE
PROP. 12" PVC CASING (TYP.)
PROP. 8" PVC DR-18 C-900 W.L. (TYP.)
PROP. 8" PVC DR-25 C-900 W.L. (TYP.)
PROP. STD. F.H. W./6" WITH G.V./ BOX TOP PAINTED BLACK FLANGE ELEV.=90.20
PROP. 12"x8" PVC CASING (TYP.)
PROP. 8" PVC CASING (TYP.)
PROP. 12"x6" PVC CASING (TYP.)
PROP. 6" PVC DR-18 C-900 W.L. (TYP.)
PROP. 6" PVC DR-25 C-900 W.L. (TYP.)
PROP. 6" PVC CASING (TYP.)
PROP. 12"x6" PVC CASING (TYP.)
PROP. 6" PVC CASING (TYP.)
PROP. 12"x8" PVC CASING (TYP.)
PROP. 8

SCALE: 1"=200'


DEL REY ESTATES UNIT 1 VOL. 0 PG. 2771214
P.O.B. / BM #1 N:16,570.00 E:16,570.00 LOT 5 ALAMO LAND AND RELIEF SCRIP 100+1.79 24.19ft
1320.00'
N 8°31'51" E
1177.02'
S 81°28'09" E
N 09°11'56" E
N 81°28'05" W
2,460.03'
617.19'
817.87'
628.32'
PROP. 183LF 42" HP AT 0.15%
PROP. 42" HP CULVERT PIPE INVERT AT DITCH 81.50 W/ COUNTY STANDARD R.C. RIP-RAP
EXISTING HCDD#1 MAIN DRAIN DITCH VOL. 2055 PG.454
CONTRACTOR TO COORDINATE WITH HCID #2 FOR CROSSING PERMIT ON EXISTING IRRIGATION EASEMENT.
PROP. 42" HP CULVERT PIPE INVERT AT DITCH 80.00 W/ COUNTY STANDARD R.C. RIP-RAP
PROP. 42" HP OUT FALL STRUCTURE W/ RIP-RAP
PROP. 670 LF 36" HP AT 0.17%
PROP. 320 LF 48" HP AT 0.17%
PROP. 176 LF 36" HP AT 0.21%
PROP. 320LF 42" HP AT 0.19%
PROP. 44 LF 48" HP @ 0.23%
PROP. 320 LF 48" HP AT 0.17%
PROP. 286 LF 24" HP AT 0.19%
PROP. 41 LF 24" HP AT 0.68%
PROP. 462 LF 24" HP AT 0.16%
PROP. 32 LF 24" HP AT 0.34%
PROP. 694 LF 24" HP AT 0.20%
PROP. 67 LF 24" HP AT 0.26%
PROP. 32 LF 18" HP AT 0.78%
PROP. 33 LF 24" HP AT 0.60%
PROP. 32 LF 24" HP AT 0.15%
PROP. 32 LF 18" HP AT 0.15%
PROP. 32 LF 24" HP AT 0.62%
PROP. 32 LF 24" HP AT 0.15%
PROP. 32 LF 24" HP AT 0.15%
PROP. 32 LF 24" HP AT 0.15

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: 1-24-2017

PROPOSED **PUEBLO DE PALMAS PH. 19** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **J. GARY FRISBY (JGF ENTERPRISES, L.P.)**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **85** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **NORTH WEST CORNER OF KENYON ROAD AND DAVIS ROAD.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **EDINBURG** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-01-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **WILL BE PROVIDED BY STORM DRAINAGE SYSTEM AND DETENTION BY WIDENING THE DRAIN DITCH LOCATED WEST OF DOLITTLE ROAD.**

ROAD R.O.W. DEDICATION: **20.00 FEET ON TO DAVIS ROAD AND 10.00 FEET ON TO KENYON ROAD.**

H.C.R.O.W. FINAL APPROVAL DATE: **01-03-2017** By, **JOSE 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: **EDINBURG** LINE SIZE: **8"** LOCATION: **WEST OF DOOLITTLE ROAD.**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **DAVIS ROAD.**

H.C.O.E.C. FINAL APPROVAL DATE: **01-04-2017** : 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.

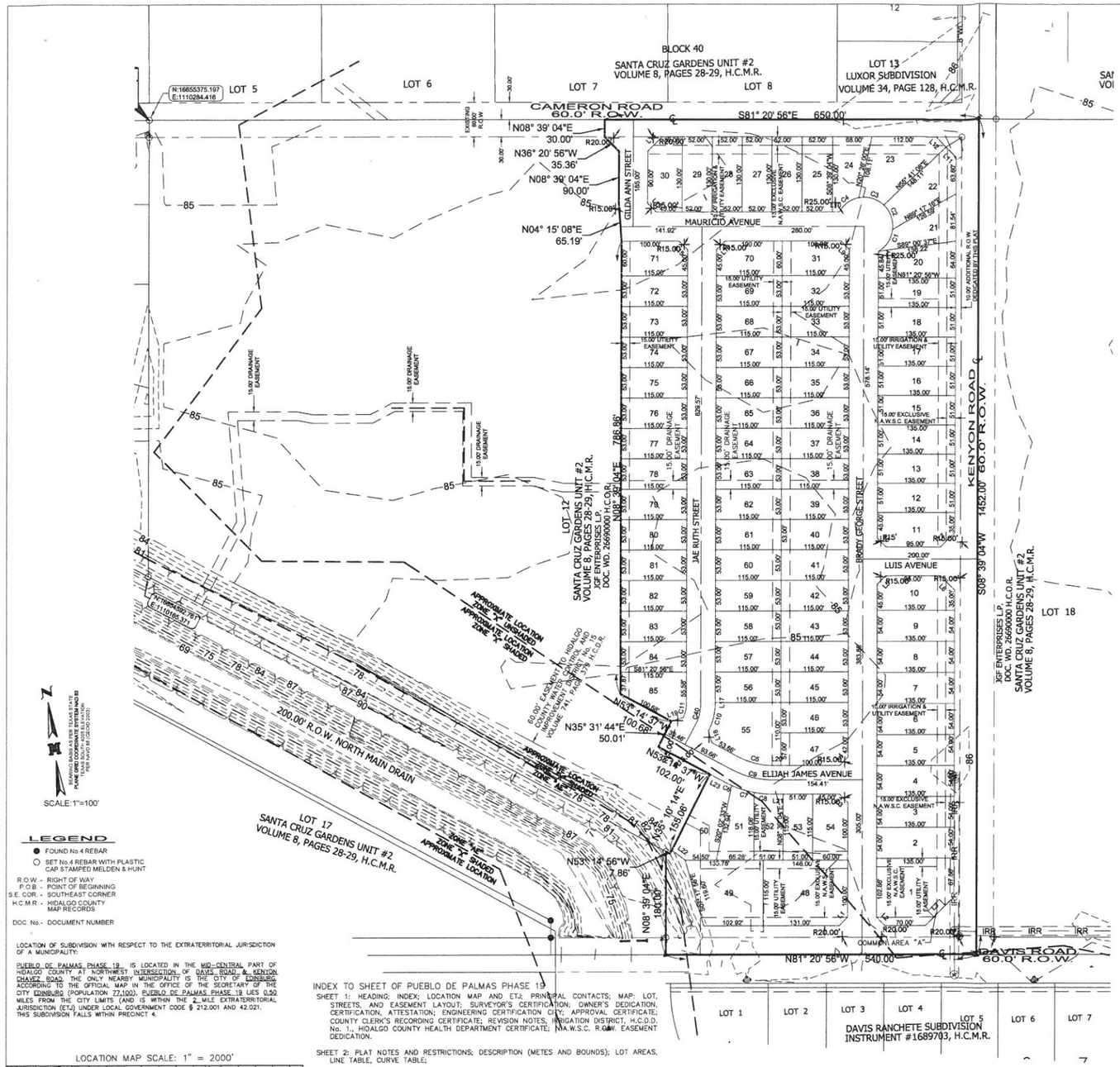
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **FEBRUARY 3, 2016**

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.*



LEGEND

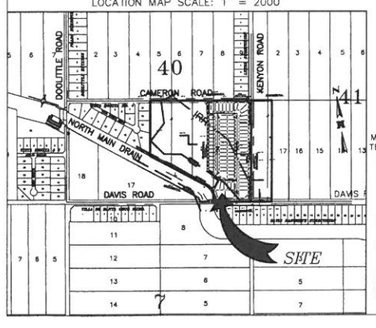
- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT

R.O.W. - RIGHT OF WAY
P.O.B. - POINT OF BEGINNING
S.E. COR. - SOUTHEAST CORNER
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
DOC. No.- DOCUMENT NUMBER

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PUEBLO DE PALMAS PHASE 19 IS LOCATED IN THE MID-CENTRAL PART OF HIDALGO COUNTY AT NORTHWEST INTERSECTION OF DAVIS ROAD & KENYON CHAVEZ ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY EDINBURG (POPULATION 77,100). PUEBLO DE PALMAS PHASE 19 LIES 0.50 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021. THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

LOCATION MAP SCALE: 1" = 2000'



INDEX TO SHEET OF PUEBLO DE PALMAS PHASE 19

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; SURVEYOR'S CERTIFICATION; OWNER'S DEDICATION, CERTIFICATION & ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1., HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; M.A.W.S.C. R.O.W. EASEMENT DEDICATION.

SHEET 2: PLAT NOTES AND RESTRICTIONS; DESCRIPTION (METES AND BOUNDS); LOT AREAS, LINE TABLE, CURVE TABLE;

SHEET 3: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION), WATER DETAILS;

SHEET 4: ENGINEERING REPORT, INCLUDING DESCRIPTION OF SANITARY SEWER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); SUBDIVIDER CERTIFICATION; SANITARY SEWER LAYOUT; DETAILS

SHEET 5: MAP OF TOPOGRAPHY AND DRAINAGE LAYOUT; DITCH WIDENING & SECTION, STORM DRAINAGE CONSTRUCTION DETAILS; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION,

SHEET 6: MAP OF TOPOGRAPHY AND STREET LAYOUT; STREET DETAILS;

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE OFF: (956) 381-0981
EDINBURG, TX. 78541 FAX: (956) 381-1839
227 N. F.M. 3167 OFF: (956) 467-8256
RIO GRANDE CITY, TX. 78582 FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com ESTABLISHED 1947

DRAWN BY: CIRO DATE:
SURVEYED, CHECKED DATE:
FINAL CHECK DATE:

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
	JGF LAND CO. INC.				
OWNER:	J. GARY FRISBY, PRESIDENT	P.O. BOX 1000	MISSION, TX 78573	956-583-1114	956-583-8343
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 19

BEING A RESUBDIVISION OF 19.750 ACRES
CONSISTING OF ALL OF LOTS 10, 11,
& 1.920 ACRES OUT OF LOT 12, BLOCK 40,
AMENDED MAP OF SUBDIVISION
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE

_____ DAY OF _____ 2016.

_____
J. GARY FRISBY
JGF LAND CO. INC.
ITS SOLE GENERAL PARTNER

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2016.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY

_____ _____
DATE CHAIRPERSON PLANNING & ZONING COMMISSION

JGF ENTERPRISES, L.P.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS 19 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ DAY OF _____ 20___.

_____
HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL E. SESIN P.E., C.F.M. DATE:
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, J. GARY FRISBY, PRESIDENT OF JGF ENTERPRISES, L.P., AS OWNER OF THE 19.750 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PUEBLO 19 SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
J. GARY FRISBY, PRESIDENT DATE:
P.O. BOX 1000
MISSION, TEXAS 78573-1000

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2016 .

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

_____
FRED L. KURTH, PE # 54151
DATE PREPARED: SEPTEMBER 23, 2015
JOB No. (ENG.) 15139.00
BY: CIRO

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLAT AND DESCRIPTION OF THE PUEBLO DE PALMAS PHASE 19 WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND ON 9/15/15 BY ME OR UNDER MY SUPERVISION.

_____
FRED L. KURTH, RPLS # 4750
DATE SURVEYED: 07-15-13
BOOK 1-1000, PGS. 5-6,9-10
JOB No. (SUR.) 15009.09

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

APPROVED BY IRRIGATION DISTRICT

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS _____ DAY OF _____, 2016 SUBJECT TO THE FOLLOWING
1.) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE;
2.) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL;
3.) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY AND EASEMENTS OF DISTRICT; AND
4.) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

_____ _____
SECRETARY PRESIDENT

THE COUNTY OF HIDALGO
STATE OF TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 19

BEING A RESUBDIVISION OF 19.750 ACRES
CONSISTING OF ALL OF LOTS 10, 11,
& 1.920 ACRES OUT OF LOT 12, BLOCK 40,
AMENDED MAP OF SUBDIVISION
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

Lot Area Table		
Lot #	SQ. FT.	Area
1	14,548.45	0.334
2	7,290.45	0.167
3	7,290.00	0.167
4	7,290.00	0.167
5	7,290.00	0.167
6	7,290.00	0.167
7	7,290.00	0.167
8	7,290.00	0.167
9	7,290.00	0.167
10	7,675.00	0.176
11	7,675.00	0.176
12	6,885.00	0.158
13	6,885.00	0.158
14	6,885.28	0.158
15	6,884.72	0.158
16	6,885.00	0.158
17	6,885.00	0.158
18	6,884.77	0.158
19	6,884.77	0.158
20	7,414.20	0.170

Lot Area Table		
Lot #	SQ. FT.	Area
21	6,651.80	0.153
22	8,484.60	0.195
23	10,727.64	0.246
24	6,594.75	0.151
25	6,759.82	0.155
26	6,760.00	0.155
27	6,760.00	0.155
28	6,760.00	0.155
29	6,760.00	0.155
30	7,375.00	0.169
31	6,787.50	0.156
32	6,095.00	0.140
33	6,095.00	0.140
34	6,095.00	0.140
35	6,095.00	0.140
36	6,095.00	0.140
37	6,095.00	0.140
38	6,095.00	0.140
39	6,095.00	0.140
40	6,095.00	0.140

Lot Area Table		
Lot #	SQ. FT.	Area
41	6,095.00	0.140
42	6,095.00	0.140
43	6,095.00	0.140
44	6,095.00	0.140
45	6,095.00	0.140
46	6,095.00	0.140
47	6,442.50	0.148
48	16,677.50	0.383
49	13,725.26	0.315
50	8,924.53	0.205
51	6,524.56	0.150
52	5,898.64	0.135
53	5,864.57	0.135
54	6,787.93	0.156
55	11,654.49	0.268
56	6,095.00	0.140
57	6,095.00	0.140
58	6,095.00	0.140
59	6,095.00	0.140
60	6,095.00	0.140

Lot Area Table		
Lot #	SQ. FT.	Area
61	6,095.00	0.140
62	6,095.00	0.140
63	6,095.00	0.140
64	6,095.00	0.140
65	6,095.00	0.140
66	6,095.00	0.140
67	6,095.00	0.140
68	6,095.00	0.140
69	6,095.00	0.140
70	6,787.50	0.156
71	6,787.50	0.156
72	6,095.00	0.140
73	6,095.00	0.140
74	6,095.00	0.140
75	6,095.00	0.140
76	6,095.00	0.140
77	6,095.00	0.140
78	6,095.00	0.140
79	6,095.30	0.140
80	6,094.70	0.140

Lot Area Table		
Lot #	SQ. FT.	Area
81	6,095.00	0.140
82	6,095.00	0.140
83	6,094.83	0.140
84	6,095.00	0.140
85	7,558.91	0.174

Lot Line Table		
Line #	Length	Direction
L1	21.21'	N53° 39' 04"E
L2	21.21'	N36° 20' 56"W
L3	70.71'	S53° 39' 04"W
L3	21.21'	N36° 20' 56"W
L4	21.21'	N53° 39' 04"E
L5	21.21'	N53° 39' 04"E
L6	35.36'	S36° 20' 56"E
L7	35.36'	S53° 39' 04"W
L8	21.21'	N36° 20' 56"W
L9	21.21'	N36° 20' 56"W
L10	11.70'	N81° 20' 56"W
L11	24.75'	N36° 20' 56"W
L12	24.75'	N36° 20' 56"W
L13	21.21'	S36° 20' 56"E
L14	35.36'	N53° 39' 04"E
L15	21.21'	N36° 20' 56"W
L16	21.21'	S53° 39' 04"W
L17	2.57'	S08° 39' 04"W
L18	21.21'	N08° 14' 37"W
L19	21.21'	S81° 45' 23"W
L20	14.41'	N81° 20' 56"W
L21	18.41'	N81° 20' 56"W
L22	28.99'	S45° 00' 16"E
L23	30.59'	S53° 14' 37"E

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" & "X"(SHADED) & AE;
ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. ZONE "X" SHADED AREA OF 500-YEAR FLOOD AND AREA OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THEN ONE FOOT OR WITH DRAINAGE AREAS LESS THEN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. ZONE "AE" IS DEFINED AS BASE FLOOD DETERMINED.
COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 FURTHER REVISED AS PER LOMR DATED MAY 17, 2001.

COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 25.00 FEET.
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE: 18.00 FEET
CORNER GARAGE FRONT: 18.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET: 20.00 FEET

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. SINGLE FAMILY RESIDENCES SHALL INCLUDE THE FOLLOWING: MOBILE HOME, TRAVEL TRAILER, FRAME HOME, AND SLAB HOME, NO COMMERCIAL USE SHALL BE ALLOWED.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. DATUM BASED ON TEXAS SOUTH 4205 ELEVATION PER NAVD 88 (GEOID 2003)

-->B.M. NO. 1 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE NORTHWEST INTERSECTION OF DAVIS ROAD AND KENYON ROAD. LOCATED AT THE NORTHEAST CORNER OF LOT 2 OF PUEBLO DE PALMAS PHASE 19 SUBDIVISION. ELEV. 85.00. N:16656359.86, E:1114510.85.

-->B.M. NO. 2 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE SOUTHWEST SIDE OF CAMERON ROAD AND KENYON ROAD. LOCATED AT THE NORTHEAST CORNER OF LOT 68 OF THIS SUBDIVISION. ELEV. 85.20. N:16656893.64, E:1114592.00.

-->B.M. NO. 3 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE SOUTHWEST SIDE OF CAMERON ROAD AND INA ROAD. LOCATED AT THE NORTHEAST CORNER OF LOT 86 OF THIS SUBDIVISION. ELEV. 85.00. N:16656474.98, E:1113979.26.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 62,377 CUBIC -FEET 1.432 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 4 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINES AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

7. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH GRADE FROM THE REAR OF THE LOT TO THE CURB AND /OR ROADSIDE DITCH AT A 0.5 SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION.

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. NO DRIVEWAY LOT ACCESS WILL BE ALLOWED FOR LOTS 2 THROUGH 22. NO DRIVEWAY LOT ACCESS WILL BE ALLOWED FOR LOTS 23 THROUGH 30 ONTO CAMERON ROAD. DEVELOPER SHALL INSTALL A 6" CHAIN-LINK BUFFER FENCE.

12. COMMON AREA "A" WILL BE OWNED AND MAINTAINED BY HOME OWNER ASSOCIATION.

13. AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METERS.

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	46.68'	50.00'	053° 29' 15"	N41° 54' 27"E	45.00'	25.20'
C2	46.68'	50.00'	053° 29' 15"	N11° 34' 48"W	45.00'	25.20'
C3	46.68'	50.00'	053° 29' 15"	N65° 04' 02"W	45.00'	25.20'
C4	43.23'	50.00'	049° 32' 16"	S63° 25' 12"W	41.90'	23.07'
C5	61.32'	125.00'	028° 06' 20"	S67° 17' 46"E	60.70'	31.29'
C6	12.06'	175.00'	003° 56' 53"	S55° 13' 03"E	12.06'	6.03'
C7	41.00'	175.00'	013° 25' 21"	S63° 54' 10"E	40.90'	20.59'
C8	32.79'	175.00'	010° 44' 04"	S75° 58' 53"E	32.74'	16.44'
C9	73.58'	150.00'	028° 06' 20"	S67° 17' 46"E	72.84'	37.55'
C10	49.05'	100.00'	028° 06' 19"	N22° 42' 14"E	48.56'	25.03'
C11	24.53'	50.00'	028° 06' 20"	N22° 42' 14"E	24.28'	12.52'
C40	36.79'	75.00'	028° 06' 20"	N22° 42' 14"E	36.42'	18.77'

DESCRIPTION OF PUEBLO DE PALMAS PHASE 19

METES AND BOUNDS DESCRIPTION

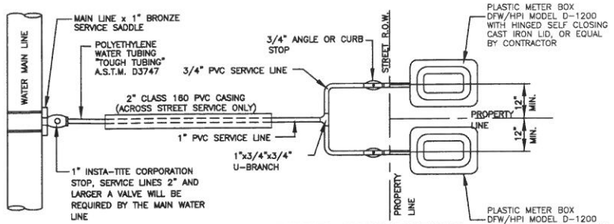
A TRACT OF LAND CONTAINING 19.750 ACRES OF LAND SITUATED IN THE COUNTY OF HIDALGO, TEXAS BEING ALL OF LOTS 10, 11, AND 1.920 ACRES OUT OF LOT 12, BLOCK 40, OUR OF AMENDED MAP OF SUBDIVISION SANTA CRUZ GARDENS UNIT NO. 2, AS RECORDED IN VOLUME 8, PAGE 28 AND 29, HIDALGO COUNTY MAP RECORDS, SAID 19.750 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST INTERSION OF SAID LOT 10 AND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 08° 39' 04" W, AT ALONG THE EAST LINE OF SAID LOT 10 AND WITHIN KENYON ROAD RIGTH-OF-WAY A DISTANCE OF 1452.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10 AND THE INTERSECTION OF DAVIS ROAD AND KENYON ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT;
2. THENCE, N 81° 20' 56" W, ALONG THE SOUTH LINE OF SAID LOTS 10 AND 11 OF BLOCK 40, SAID LINE ALSO BEING WITHIN THE RIGHT-OF-WAY OF DAVIS ROAD, A DISTANCE OF 540.00 FEET TO A COTTON PICKER SPINDLE FOUND THE SOUTHWEST CORNER OF SAID LOT 11 AND FOR AN OUTSIDE CORNER OF THIS TRACT;
3. THENCE, N 08° 39' 04" E, AT A DISTANCE OF 30.00 FEET PASS A NO. 4 REBAR SET ON THE NORTH LINE OF SAID DAVIS ROAD, CONTINUING A TOTAL DISTANCE OF 180.00 FEET TO A NO. 4 REBAR SET AT THE SOUTHEAST CORNER OF SAID LOT 12, AND FOR AN INSIDE CORNER OF THIS TRACT;
4. THENCE, S 53° 14' 56" E, A DISTANCE OF 7.86 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
5. THENCE, N 35° 10' 14" E, A DISTANCE OF 155.06 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
6. THENCE, N 81° 20' 56" W, A DISTANCE OF 102.00 FEET TO A NO. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;
6. THENCE, N 35° 31' 44" E, A DISTANCE OF 50.01 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
7. THENCE, N 53° 14' 37" W, AT A DISTANCE OF 9.98 FEET PASS THE WEST LINE OF SAID LOT 11, BLOCK 40, A DISTANCE OF 100.68 FEET TO A NO. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;
8. THENCE N 08° 39' 04" E, A DISTANCE OF 786.86 FEET TO A NO. 4 REBAR SET FOR AN ANGLE POINT OF THIS TRACT;
6. THENCE, N 04° 15' 08" E, A DISTANCE OF 65.19 FEET TO A NO. 4 REBAR SET FOR AN ANGLE POINT OF THIS TRACT;
7. THENCE N 08° 39' 04" E, A DISTANCE OF 90.00 FEET TO A NO. 4 REBAR SET FOR AN ANGLE POINT OF THIS TRACT;
7. THENCE N 36° 20' 56" W, A DISTANCE OF 35.36 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CAMERON ROAD AND A NO. 4 REBAR SET FOR AN ANGLE POINT OF THIS TRACT;
7. THENCE N 08° 39' 04" E, A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF SAID LOT 12, BLOCK 40 AND THE CENTER LINE OF CAMERON ROAD AND A NO. 4 REBAR SET FOR AN ANGLE POINT OF THIS TRACT;
8. THENCE, S 81° 20' 56" E, ALONG THE NORTH LINES OF SAID LOT 12, 11, 10, BLOCK 40, AND WITHIN THE RIGHT-OF-WAY LINE OF SAID CAMERON ROAD, A DISTANCE OF 650.00 FEET TO THE POINT OF BEGINNING, CONTAINING 19.750 ACRES, MORE OR LESS.

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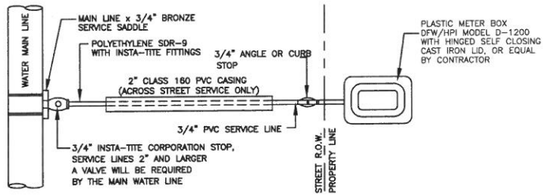
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE, EDINBURG, TX. 78541 — OFF: (956) 381-0981, FAX: (956) 381-1839
227 N. F.M. 3167, RIO GRANDE CITY, TX. 78582 — OFF: (956) 487-8256, FAX: (956) 486-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947



DUAL WATER SERVICE CONNECTION

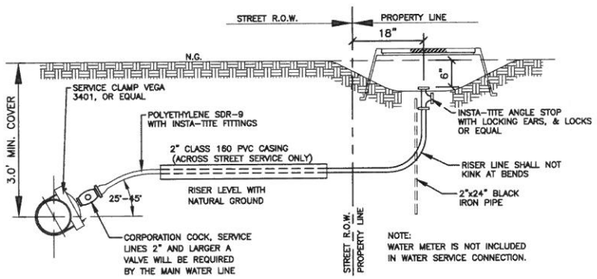
N.T.S.

NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.



SINGLE WATER SERVICE CONNECTION

N.T.S.



TYPICAL WATER SERVICE CONNECTION ELEVATION

N.T.S.

FINAL WATER AND SEWER ENGINEERING REPORT FORMAT
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 19 SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE STUB TO THE SOUTH ALONG THE NORTHWEST INTERSECTION OF CAMERON ROAD AND KENYON ROAD AND AN EXISTING 8" DIAMETER WATER LINE RUNNING WITHIN AN EXISTING 15.00 FOOT EXCLUSIVE N.A.W.S.C. EASEMENT ALONG THE SOUTH RIGHT-OF-WAY OF DAVIS ROAD. THE WATER SYSTEM FOR PUEBLO DE PALMAS PHASE 19 CONSISTS OF A 8" DIAMETER WATER LINE THAT CONNECTS INTO THE EXISTING 8" LINES PREVIOUSLY MENTION. THIS 8" LINE CONNECTS TO THE EXISTING WATER LINE ALONG THE SOUTH RIGHT-OF-WAY OF DAVIS ROAD THEN RUNS NORTH WITHIN AN EXCLUSIVE N.A.W.S.C. EASEMENT ALONG THE WEST SIDE OF KENYON ROAD RIGHT-OF-WAY AND CONNECTION TO THE 8" WATER LINE AT THE NORTHWEST INTERSECTION OF KEYNON ROAD AND CAMERON ROAD. ANOTHER 8" LINE CONNECT TO THE PREVIOUSLY MENTION 8" WATER LINE CROSSING EAST ENDING WITH A 2" FLUSH VALVE AND RUNNING WEST ALONG THE SOUTH RIGHT-OF-WAY OF LUIS AVENUE CONNECTING TO AN 8" WATER LINE AT THE NORTH EAST CORNER OF LOT 42. AN OTHER 2-8" WATER LINE RUNS NORTH AND SOUTH ALONG THE WEST RIGHT-OF-WAY OF BRADY GEORGE STREET AND THE EAST SIDE OF JAE RUTH STREET RIGTH-OF-WAY. ANOTHER 2-8" LINE RUN EAST AND WEST ALONG THE SOUTH RIGHT-OF-WAY OF MAURICIO AVENUE ENDING WITH A 2" FLUSH VALVE AT THE NORTHWEST CORNER OF LOT 71 AND ALONG THE NORTH RIGHT-OF-WAY OF ELIJAH JAMES AVENUE ENDING WITH A 2" FLUSH VALVE AT THE SOUTHEAST CORNER OF LOT 85. AN OTHER 8" WATER LINE RUNS WEST WITHIN AN EXCLUSIVE 15' N.A.W.S.C. EASEMENT ALONG THE SOUTH LINE OF LOT 48 TO SERVE THIS SUBDIVISION.

WATER DISTRIBUTION FOR THE PUEBLO DE PALMAS PHASE 19 SUBDIVISION CONSISTS OF THIRTY-SEVEN (37) -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND ELEVEN (11) -¾" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $95,200.00, OR $1120.00 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $92,480.00, WHICH COVERS THE $1088.00 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.E.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 4 FIRE HYDRANTS AT A UNIT COST OF $2,500.00 FOR A TOTAL COST OF $10,000.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $187,680.00 WHICH EQUALS TO $21208.00 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $200,000.00 WHICH EQUALS TO $2,352.94 PER LOT.

_____ _____
ENGINEER'S SIGNATURE DATE

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH (WATER AND WASTE WATER DISTRIBUTION SYSTEM BEING INSTALLED)
PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 19 SUBDIVISION RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

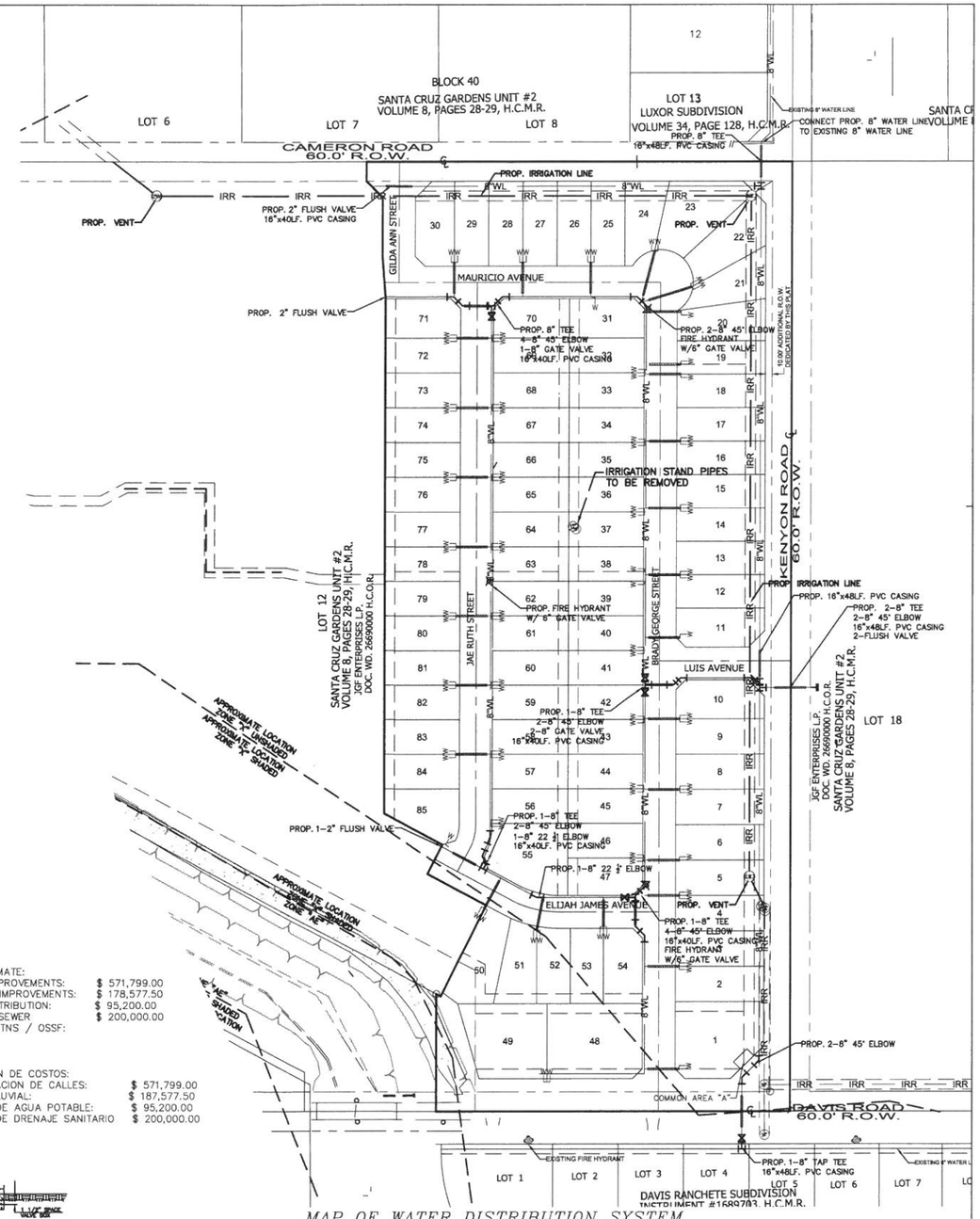
EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 19 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS QUE PASA DENTRO DE UN CONSECCION EXCLUSIVO DE N.A.W.S.C. POR EL LADO SUR DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA DAVIS ROAD Y UN CONDUCTO LOCALIZADO EN LA INTERSECCION NOROESTE DE KENYON ROAD Y CAMERON ROAD. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 19 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS EN EL LADO SUR DE DAVIS ROAD Y SIGUE HACIA EL NORTE DENTRO DE UNA CONSECCION EXCLUSIVA DE N.A.W.S.C. POR EL LADO OESTE DE LA CALLE KENYON ROAD Y SE CONECTA CON LA LINEA DE 8" DE AGUA EN EL LADO NORESTE DE KENYON ROAD Y CAMERON ROAD. UNA LINEA DE 8" PULGADAS SE CONNECTA A LA LINEA PREVIAMENTE MENCIONADA CRUSADO A KENYON ROAD AL ESTE TERMINANDO CON UNA VÁLVULA DE PRESIÓN DE 2 PULGADAS. OTRO CONDUCTO DE AGUA DE 8 PULGADAS CORRI AL OESTE POR EL LADO SUR DE LA LUIS AVENUE CONECTÁNDOSE CON LA LINEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIÁMETRO LOCALIZADA AL LADO NORESTE DE LOTE 42. OTRO 2 CONDUCTO DE 8 PULGADAS CORREN NORTE Y SUR EN EL LADO OESTE DE BRADY GEORGE STREET Y EN EL LADO ESTE DE JAE RUTH STREET. OTROS 2 CONCUCTO DE 8" ES CONECTADO A LA LINEAS DE AGUA PREVIAMENTE MENCIONADA LA CUAL SERÁ EXTENDIDA RUMBO AL OESTE POR EL LADO SUR DE LA CALLE MAURICIO AVENUE Y EN EL LADO NORTE DE LA CALLE ELIJAH JAMES AVENUE TERMINANDO CON UNA VÁLVULA DE PRESIÓN DE 2 PULGADAS.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN TREINTA-SIETE DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE. Y ONSE (11) CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE YA SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO, LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 95,200.00 O $ 1120.00 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 92,480.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $1,088.00. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.E.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 4 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 2,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $10,000.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 187,680.00 O $ 21208.00 POR LOTE

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $200,000.00 O $2,352.94 POR LOTE.

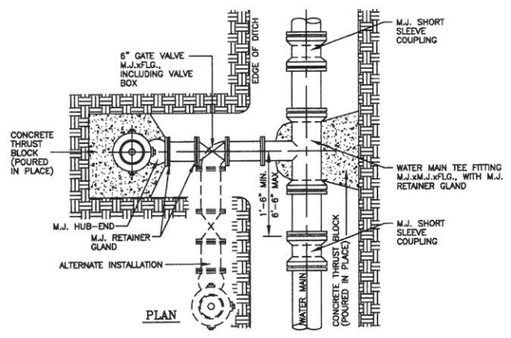


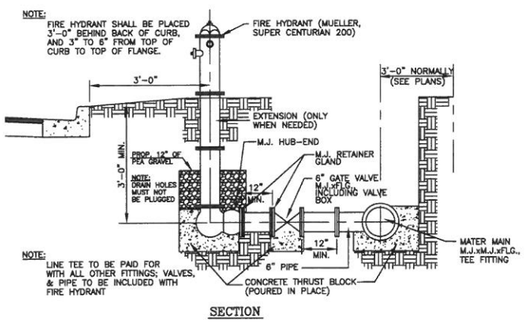
COST ESTIMATE:

5710NG IMPROVEMENTS:	$ 571,799.00
DRAINAGE IMPROVEMENTS:	$ 178,577.50
WATER DISTRIBUTION:	$ 95,200.00
SANITARY SEWER IMPROVEMETNS / OSSF:	$ 200,000.00

ESTIMACION DE COSTOS:

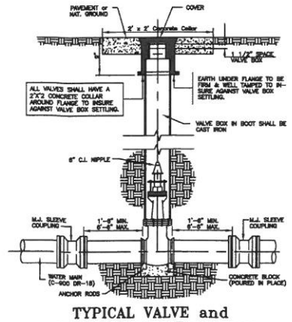
PAVIMENTACION DE CALLES:	$ 571,799.00
DREAJE PLUVIAL:	$ 187,577.50
SERVICIO DE AGUA POTABLE:	$ 95,200.00
SERVICIO DE DRENAJE SANITARIO	$ 200,000.00





TYPICAL FIRE HYDRANT INSTALLATION

N.T.S.



TYPICAL VALVE and VALVE BOX INSTALLATION

N.T.S.

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

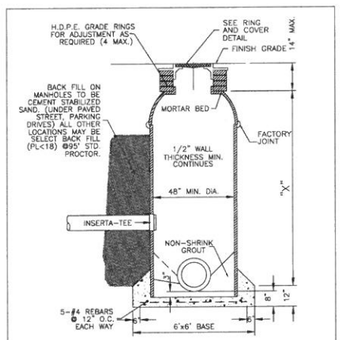
WATER LAYOUT MAP OF

PUEBLO DE PALMAS PHASE 19

BEING A RESUBDIVISION OF 19.750 ACRES
CONSISTING OF ALL OF LOTS 10, 11,
& 1.920 ACRES OUT OF LOT 12, BLOCK 40,
AMENDED MAP OF SUBDIVISION
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

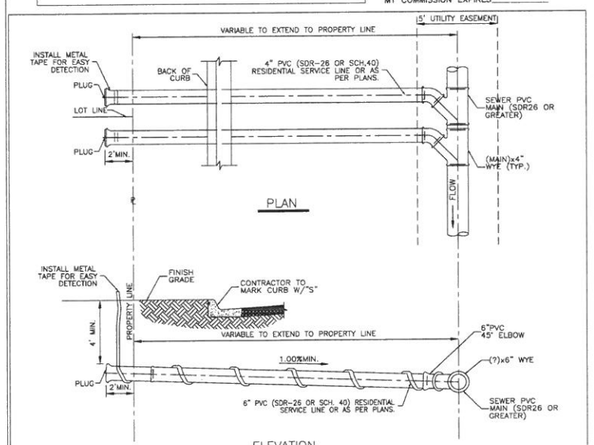
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S-3 TYPICAL FIBERGLASS MANHOLE

NOTE: ALL DROP CONNECTIONS TO M.H. SHALL USE INSERTA-TEE



S-2 TYPICAL MULTIFAMILY AND COMMERCIAL SEWER SERVICE DETAIL

(MULTIFAMILY UP TO TRIPLEX)

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. I, J. GARY FRISBY SUBDIVIDER OF PUEBLO DE PALMAS PHASE 19 SUBDIVISION HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
J. GARY FRISBY

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED,GEVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

_____DAY OF _____20____.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 19 SUBDIVISION WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF EDINBURG. THE SUBDIVIDER AND CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF EDINBURG HAS PROMISED TO TREAT THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND THE CITY OF EDINBURG HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

THE CITY OF EDINBURG HAS AN EXISTING 12" DIAMETER SEWER LINE RUNNING ALONG THE WEST SIDE OF THE RIGHT-OF-WAY OF DOOLITTLE ROAD. THE WASTEWATER SYSTEM FOR PUEBLO DE PALMAS PHASE 19 SUBDIVISION CONSISTS OF AN 15", 10"AND 8" DIAMETER SEWER LINES OF WHICH THE 15" TAPS INTO THE EXISTING 12" LINE. THIS 15" LINE THEN RUNS EAST ALONG THE SOUTH SIDE OF CAMERON ROAD RIGHT-OF-WAY THEN RUNS SOUTH THEN EAST RUNNING ALONG THE NORTH RIGHT-OF-WAY OF MAURICIO AVENUE THEN RUNS SOUTH ALONG THE EAST SIDE OF BRADY GEORGE STREET ENDING WITH A 48" SANITARY SEWER MANHOLE ON THE NORTHWEST CORNER OF LOT 1 THEN RUNS WEST CROSSING BRADY GEORGE STREET TO THE WEST ENDING WITH A MANHOLE AT THE NORTHEAST CORNER OF LOT 49. ANOTHER 15" LINE CONNECTING TO THE PREVIOUSLY MENTIONED 15' SEWER LINE WITH AN MANHOLE AT THE SOUTHWEST CORNER OF LOT 19 THEN RUNS EAST ALONG THE SOUTH LINE OF LOT 19 CROSSING KENYAN ROAD, ANOTHER 8" LINE TAPS INTO THE 15" SEWER LINE WITH A MANHOLE AT THE SOUTHWEST CORNER OF LOT 29 THEN RUN SOUTH ALONG THE WEST RIGHT-OF-WAY OF JAE RUTH STREET ENDING WITH A MANHOLE AT THE NORTHEAST CORNER OF LOT 85. AN ANOTHER 10" SEWER LINE CONNECT TO THE 15" SEWER LINE WITH A MANHOLE THEN RUNS SOUTH THEN EAST ALONG THE SOUTH RIGHT-OF-WAY OF ELIJAH JAMES AVENUE ENDING WITH A MANHOLE AT THE NORTHWEST CORNER OF LOT 51.

THE 15", 10" AND 8" LINE, 4' SERVICE LINE AND EIGHT (8) 48' SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $325,772.75 OR $5,011.88 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF EDINBURG THE SUM OF $37,785.65 WHICH COVERS THE $581.31 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO CITY OF EDINBURG. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $200,000.00 WHICH EQUALS TO $2,352.94 PER LOT.

_____ _____
ENGINEER'S SIGNATURE DATE

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 19 RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE LA CIUDAD DE EDINBURG. EL DUEÑO DE LA SUBDIVISIÓN Y CIUDAD DE EDINBURG HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. CIUDAD DE EDINBURG HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 19 CONSISTE DE UN CONDUCTO DE DRENAJE DE 12 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA DOOLITTLE ROAD.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO DE LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 19 CONSISTE DE UN CONDUCTO DE DRENAJE DE 15 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE DRENAJE SANITARIO EXISTENTE DE 12 PULGADAS. ESTA LÍNEA DE 15 PULGADAS CUAL SIGUE HACIA EL ESTE POR EL LADO SUR DE LA CALLE CAMERON ROAD LUEGO CORRE AL SUR, LUEGO CORRE AL ESTES POR EL LADO NORTE DE LA CALLE MAURICIO STREET, LUEGO AL SUR POR EL LADO ESTE DE BRADY GEORGE STREET LUEGO CRUSADO BRADY GEORGE STREET AL OESTE EN EL LADO NOROESTE DE LOTE 1, Y TERMINARA CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL NOROESTE DE LOTE 49. OTRO CONDUCTO DE DRENAJE DE 8 PULGADAS DE DIÁMETRO SE CONECTÁ CON UNA ALCANTARILLA DE 48 PULGADAS HA LA LÍNEA LOCALIZADO AL SUROESTE DE LOTE 29, CORRIENDO AL SUR POR EL LADO OESTE DE LA CALLE JAE RUTH STREET, TERMINARA CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL NOROESTE DE LOTE 85. OTRO CONDUCTO DE 15 PULGADAS SERÁ CONECTADO A LA LÍNEA DE DRENAJE PREVIAMENTE MENCIONADA CON UNA ALCANTARILLA DE 48 PULGADAS HA LA LÍNEA LOCALIZADO AL SUROESTE DE LOTE 19 LA CUAL SERÁ EXTENDIDA RUMBO AL ESTE POR EL LADO SUR DE LOTE 19 Y CURSADO LA CALLE KENYON ROAD. OTRO CONDUCTO DE DRENAJE DE 10 & 8 PULGADAS DE DIÁMETRO SE CONECTÁ CON UNA ALCANTARILLA DE 48 PULGADAS HA LA LÍNEA DE 15 PULGADAS, CORRIENDO AL SUR LUEBLO AL ESTES POR EL LADO SUR DE LA CALLE ELIJAH JAMES AVENUE, TERMINARA CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL NOROESTE DE LOTE 51.

LAS LÍNEAS DE 15, 10, Y 8 PULGADAS, SERVICIO DE 4 PULGADAS Y OCHO (8) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $325,772.75 O $5,011.88 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA CIUDAD DE EDINBURG UN COSTO TOTAL DE $37,785.65, O $581.31 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

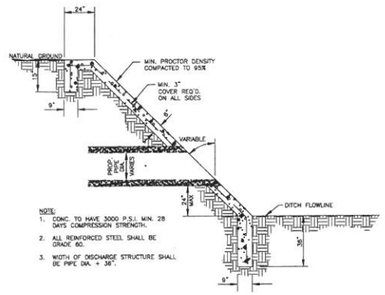
DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $200,000.00 O $2,352.94 POR LOTE.

SANITARY SEWER MAP OF

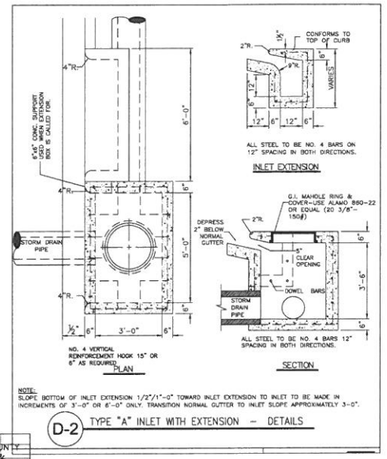
PUEBLO DE PALMAS PHASE 19

BEING A RESUBDIVISION OF 19.750 ACRES
CONSISTING OF ALL OF LOTS 10, 11,
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SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

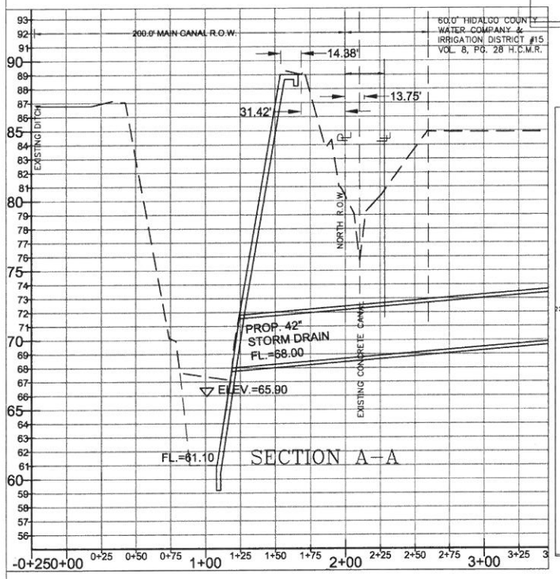
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TEXAS REGIST. F-1435
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
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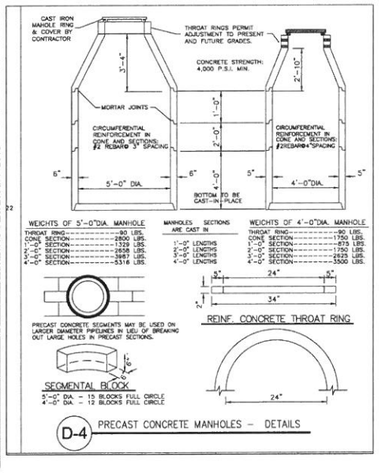


H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.

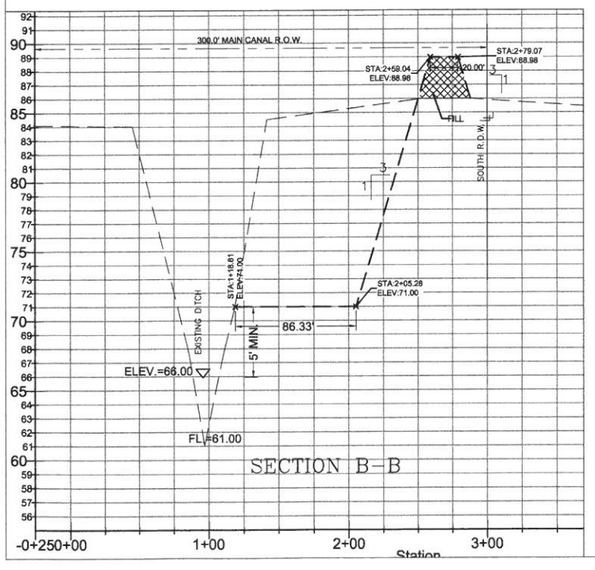


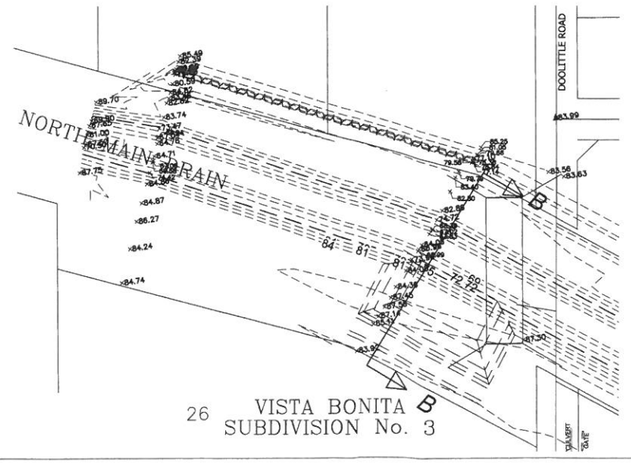
D-2 TYPE "A" INLET WITH EXTENSION — DETAILS

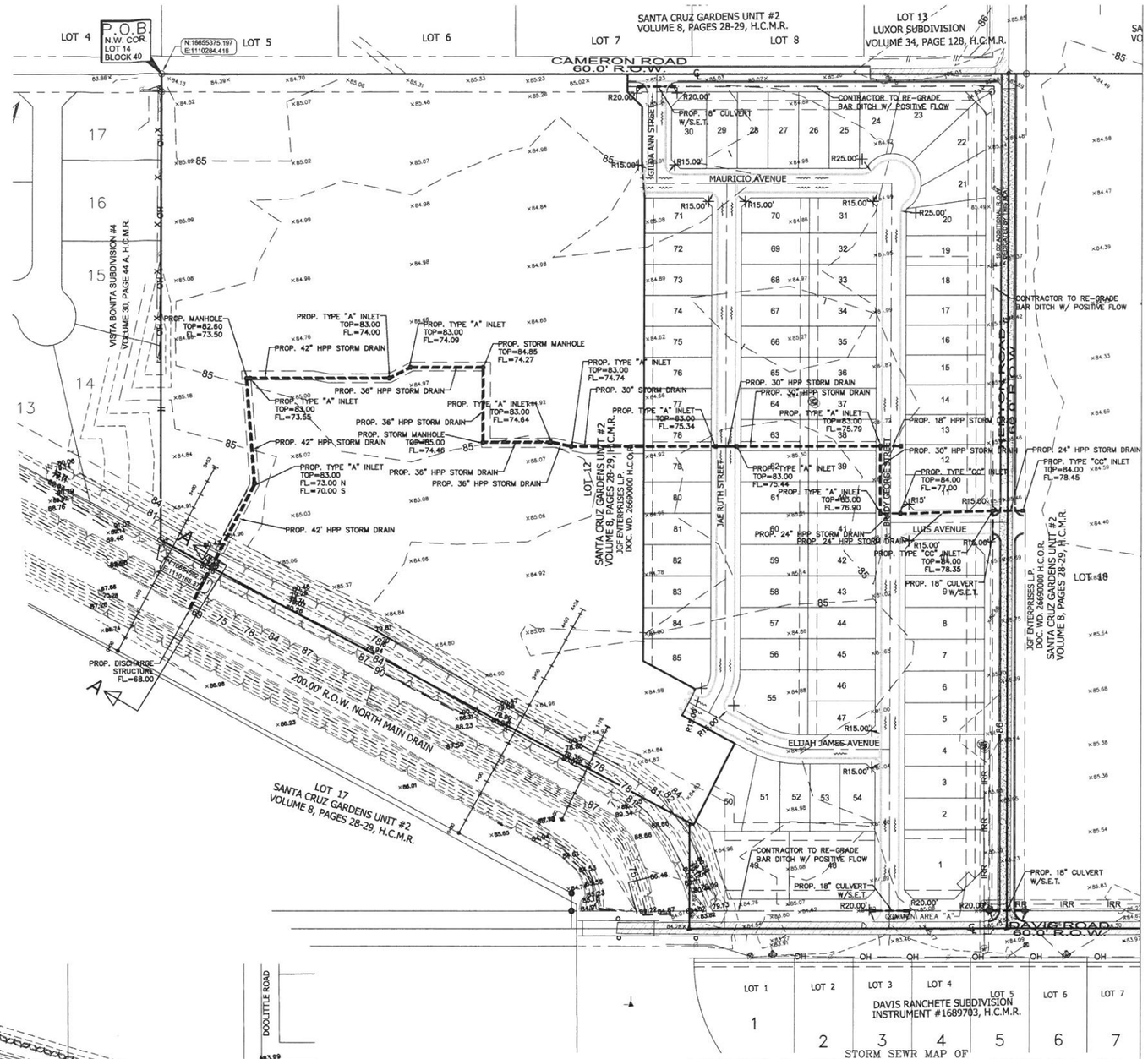




D-4 PRECAST CONCRETE MANHOLES — DETAILS







DRAINAGE STATEMENT
PUEBLO DE PALMAS PHASE 19

PUEBLO DE PALMAS PHASE 19 IS A 19.750 ACRES TRACT OF LAND OUT OF ALL OF LOTS 10-12, BLOCK 40, OUT OF AMENDED MAP OF SUBDIVISION SANTA CRUZ GARDENS UNIT #2, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 8, PAGE 28-29, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED BETWEEN CAMERON ROAD AND DAVIS ROAD AND ALONG THE WEST SIDE OF KENYON ROAD. THE PROPERTY IS CURRENTLY FARM LAND AND IS LOCATED IN ZONE "X" SHADED, ZONE "X" UNSHADED AND ZONE "AE" IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0325 D. MAP REVISED JUNE 6, 2000 FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001. ZONE "X" SHADED IS DEFINED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE ARES LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD".
ZONE "X UNSHADED" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN."
ZONE "AE" IS DEFINED AS "BASE FLOOD ELEVATION DETERMINED. BFE 82.80.
THE LAND IS CURRENTLY AGRICULTURAL AND WILL BE USED FOR RESIDENTIAL. PHASE 19 WILL CONSIST OF 119 LOTS.

THE SOILS ARE FINE SANDY LOAM, SANDY CLAY LOAM WHICH IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. THIS SOIL IS IN HYDROLOGIC GROUP "B". (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS")

EXISTING RUNOFF IS BY SURFACE FLOW IN A SOUTHERLY DIRECTION AND HAS A RUNOFF OF 4.88 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE EXISTING DRAINAGE FOR PUEBLO DE PALMAS PHASE 19 IS PART OF THE OVERALL IMPROVEMENTS OF PUEBLO DE PALMAS PHASE 19 OVERALL SUBDIVISION. THESE IMPROVEMENTS HAVE ALREADY BEEN CONSTRUCTED AS PER THE APPROVED DRAINAGE REPORT FOR PUEBLO DE PALMAS PHASE 19 OVERALL SUBDIVISION (SEE ATTACHED)

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, REVISED JUNE 6, 2000 IS CONTAINED WITHIN THE WIDENING OF THE NORTH MAIN DRAIN ALONG THE NORTH SIDE OF VISTA BONITA SUBDIVISION.

FRED L. KURTH, PE # 54151 RPLS # 4750 DATE:

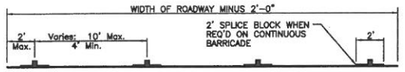
STORM SEWR MAP OF

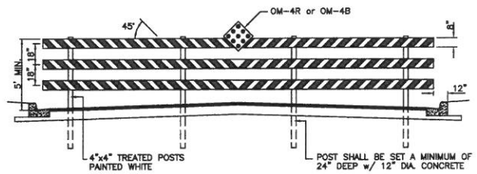
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AMENDED MAP OF SUBDIVISION
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TYPE III DEAD-END STREET BARRICADE

GENERAL NOTES :

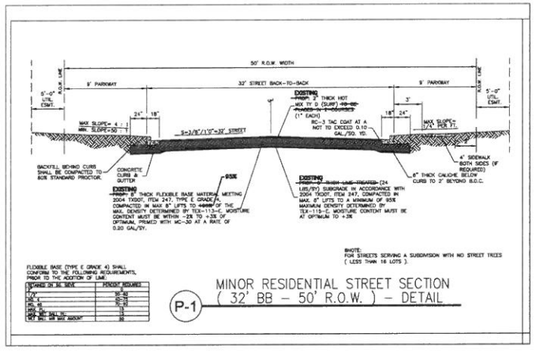
WIDTH OF RAIL SHALL BE A MINIMUM OF 8", 2' NOMINAL SMOOTH LUMBER.

RAILS SHALL BE FASTENED TO EACH POST WITH 1/4" STEEL BOLTS WITH WASHER ON EACH SIDE. BOLT THREADS SHALL BE PEENED.

THE RAILS SHALL RECEIVE TWO COATS OF WHITE OIL BASE OUTDOOR PAINT, THEN SHALL HAVE 6" WIDE REFLECTORIZED RED STRIPES OF TAPE PLACED ON 45° SLOPES, DOWN AND TOWARDS THE CENTER OF THE BARRICADE.

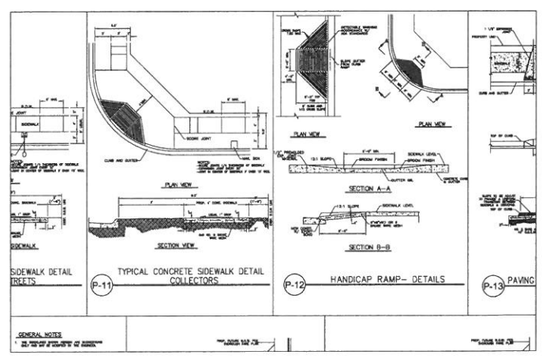
BARRICADES MAY BE CONSTRUCTED IN SECTIONS OR MAY BE CONTINUOUS ACROSS ROADWAY WIDTH. SPLICES ON CONTINUOUS RAIL BARRICADES SHALL BE AT POSTS AND SHALL HAVE A 2' SPLICE BLOCK ON BACK SIDE OF THE SAME MATERIAL AS RAIL.

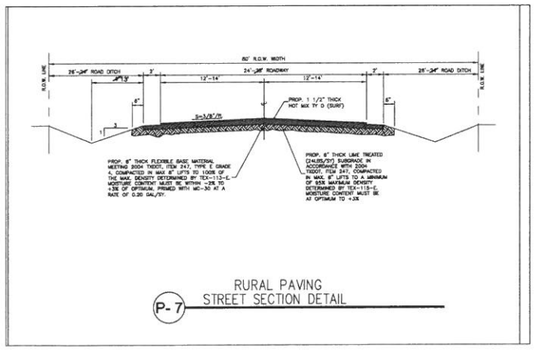
18" DIAMOND REFLECTORIZED RED PANEL OR 18" DIAMOND RED OR BLACK PANEL WITH 9-3" DIA. RED REFLECTORS SYMMETRICALLY PLACED AT CENTER OR CENTER POST.



MINOR RESIDENTIAL STREET SECTION (32' BB - 50' R.O.W.) - DETAIL

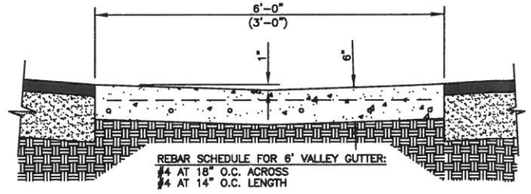
P-1





RURAL PAVING
STREET SECTION DETAIL

P-7

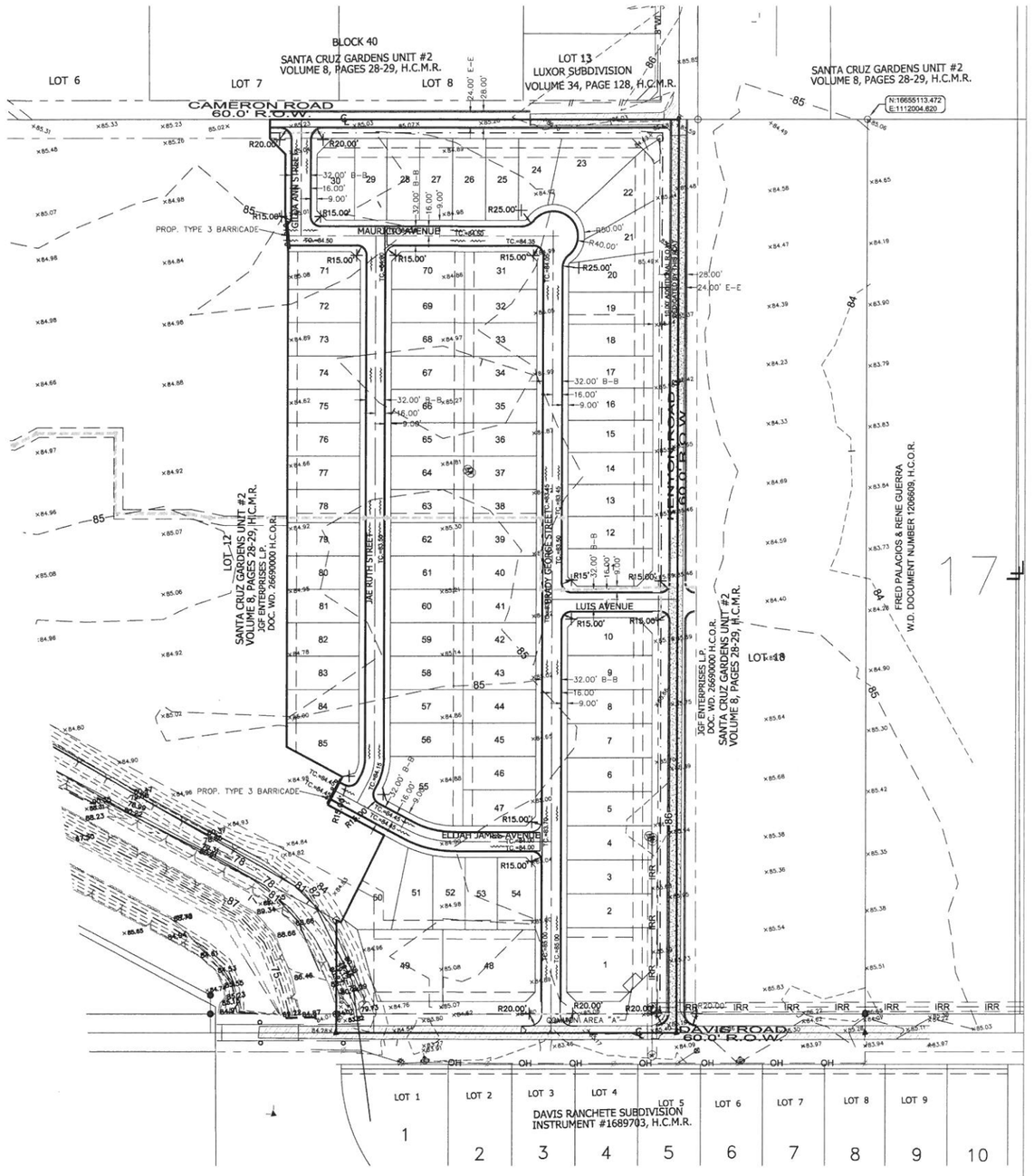


SECTION "CC" - CONCRETE VALLEY GUTTER

N.T.S.

GENERAL NOTES:

1. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED IN ACCORDANCE w/ THD 1972 SPECIFICATIONS ITEM 531. CONSIDERED INCIDENTAL TO CONCRETE WORK.
2. 1/2" EXPANSION JOINTS REQUIRED AT 70' c.c. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' c.c.



STREET LAUOUT MAP OF

PUEBLO DE PALMAS PHASE 19

BEING A RESUBDIVISION OF 19.750 ACRES
CONSISTING OF ALL OF LOTS 10, 11,
& 1.920 ACRES OUT OF LOT 12, BLOCK 40,
AMENDED MAP OF SUBDIVISION
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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: 1-24-2017

PROPOSED **HUISACHE ACRES NO. 13** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **RICK D. HARBISON (RHTJ MANAGEMENT, LTD.)**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **27** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **SOUTH EAST CORNER OF TRENTON ROAD AND DILLON 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 **02-01-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" C "** AS PER FEMA.

DRAINAGE DESIGN: **WILL BE PROVIDED BY STORM DRAINAGE SYSTEM AND DETENTION BY WIDENING THE DRAIN DITCH LOCATED ON THE SOUTH SIDE OF THIS DEVELOPMENT.**

ROAD R.O.W. DEDICATION: **40.00 FEET ADDITIONAL R.O.W. FOR TRENTON ROAD AND 20.00 FEET ON TO DILLON ROAD.**

H.C.R.O.W. FINAL APPROVAL DATE: **11-01-2016** By, **ROY GONZALES, PCT. 1** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **10-05-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD.

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **NORTH WEST CORNER OF DILLON ROAD AND TRENTON ROAD.**

H.C.O.E.C. FINAL APPROVAL DATE: **11-01-2016** : By **MARTIN RAMIREZ** Environmental Compliance Coordinator

☒ **LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$37,409.27 For:* ☒ PAVING **TRENTON ROAD CONSTRUCTION**

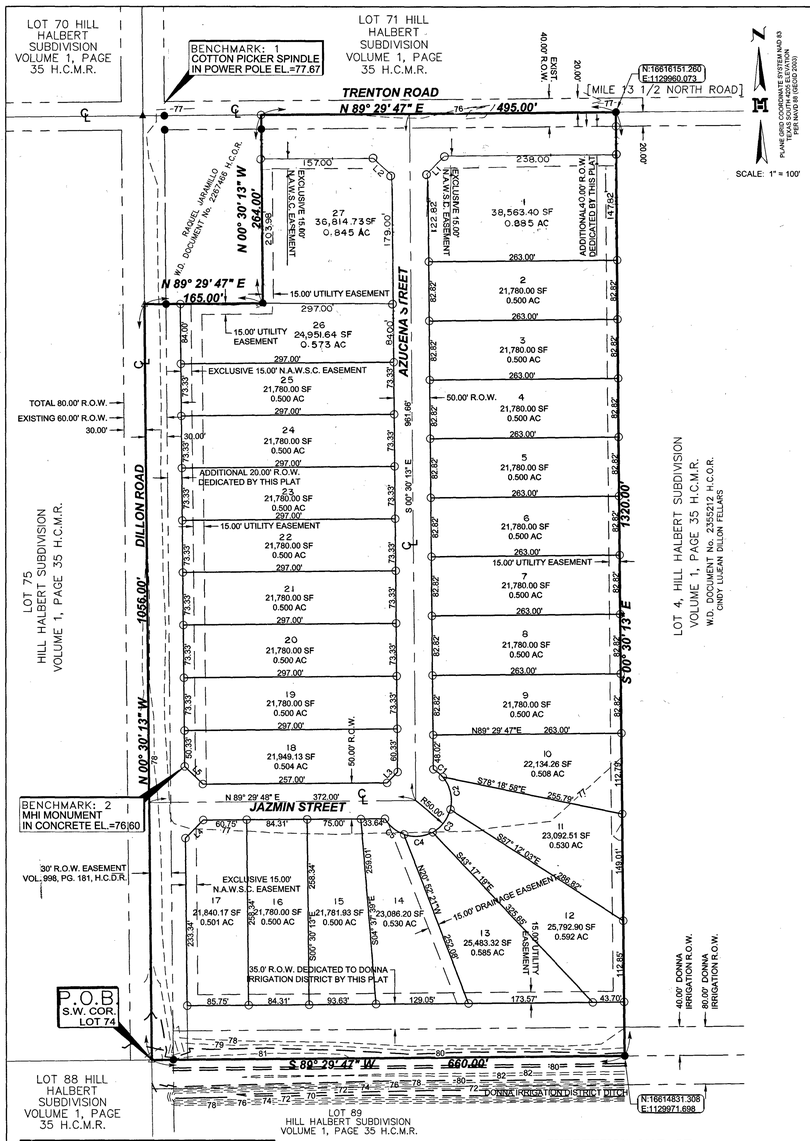
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **MARCH 22, 2016**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments.*

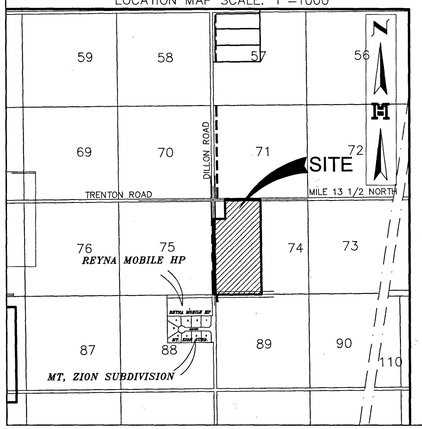
☒ **Final Approval** *with financial guarantee.*

* *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.*



DRAWN BY: CIRO EM DATE:
SURVEYED, CHECKED JG. DATE: 9-02-16
FINAL CHECK DATE: 9-16.16

LOCATION MAP SCALE: 1"=1000'



SUBDIVISION MAP OF
HUISACHE ACRES #13

BEING A RESUBDIVISION OF 19.00 ACRES [827,640.00 SQ. FT.] OUT OF LOT 74, HILL-HALBERT SUBDIVISION AS RECORDED IN VOLUME 1, PAGE 35, H.C.M.R. HIDALGO COUNTY, TEXAS

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

HUISACHE ACRES #13 IS LOCATED IN THE SOUTH EASTERN PART OF HIDALGO COUNTY, TEXAS, AT THE SOUTHEAST CORNER INTERSECTION OF TRENTON ROAD AND DILLON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. HUISACHE ACRES #13. FALLS WITHIN THE 5 MILE ETJ OF THE CITY OF DONNA. THIS SUBDIVISION FALLS WITHIN PRECINCT 1.
DONNA POPULATION: 15,798.

MELDEN & HUNT, INC.
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PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	RICK D. HARBISON RHTJ MANAGEMENT, LTD	P.O. BOX 989	BLANCO, TX 78606	(956) 702-1586	(956) 447-1424
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

LEGEND

- ● FOUND No.4 REBAR
- ▲ FOUND COTTON PICKER SPINDLE
- ◎ SET SQUARE CUT
- ○ SET No.4 REBAR
- △ SET COTTON PICKER SPINDLE
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- S.W. COR. - SOUTHWEST CORNER
- N.A.W.S.C. - NORTH ALAMO WATER SUPPLY CORPORATION
- P.O.B. - POINT OF BEGINNING
- W.D. - WARRANTY DEED
- ( ) - DEED CALLS
- VOL. - VOLUME
- PG. - PAGE
- ℄ - CENTERLINE

INDEX TO SHEET OF HUISACHE ACRES #13

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1., HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; N.A.W.S.C. CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION);

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; REGIONAL DETENTION POND, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND POND, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT: ZONE "C", AREAS OF MINIMAL FLOODING (NO SHADING) COMMUNITY–PANEL NUMBER: 480334 0425 C MAP REVISED: NOVEMBER 16, 1982

   ZONE "C" COMMUNITY–PANEL NO. 480334 0425 C MAP REVISED: NOVEMBER 16, 1982. THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT–OF–WAY ARE WITHIN THE 100–YEAR FLOOD PLAIN.
   COMMUNITY–PANEL NO. 480334 0425 C MAP REVISED: 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 WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS
   FRONT: 25.00 FEET
   SIDE CORNER: 15.00 FEET FOR RIGHT–OF–WAY GREATER THEN 50
   SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   REAR: 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3. NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISHED FLOOR 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 DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   —>B.M. No.1 – SET COTTON PICKER SPINDLE IN POWER POLE LOCATED ON THE NORTHEAST CORNER OF INTERSECTION DILLION ROAD AND TRENTON ROAD. N:16616162.7020, E: 1153229.5830, ELEV.= 77.67.
   —>B.M. No. 2 – MHI ALUMINUM MONUMENT SET IN CONCRETE ON THE NORTH CORNER CLIP AT THE SOUTHWEST CORNER OF LOT 19. N:16615234.26, E:1129358.13, ELEV.=76.60

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 28,020 CUBIC–FEET (0.643 ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS INDICATED ON SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES, AT THE ENGINEERING 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. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

11. ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR MULTIFAMLY USE.

   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA, WITH POTABLE WATER SUPPLY.

   C. THE OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13. RICK D. HARBISON, (PRESIDENT OF RHTJ MANAGEMENT, LTD GENERAL PARTNER OF RHTJ PROPERTIES, LTD.) THE OWNER & SUBDIVIDER OF HUISACHE ACRES #13, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

14. NO ACCESS/ENTRANCE SHALL BE ALLOWED FROM DILLION ROAD ONTO LOTS 17, 18 THROUGH 26 AND ONTO TRENTON ROAD FROM LOTS 1 AND 27. DEVELOPER SHALL INSTALL A CHAIN–LINK BUFFER FENCE ABUTTING DILLON ROAD.

15. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION.

16. SIDEWALKS ARE REQUIRED AT BUILDING PERMIT STAGE ON ALL STREETS.

DESCRIPTION OF HUISACHE ACRES #13
METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 19.000 ACRES [827,640.00 SQ. FT.] SITUATED IN THE COUNTY OF HIDALGO, TEXAS, OUT OF BLOCK 74, HILL-HALBERT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, HIDALGO COUNTY MAP RECORDS, WHICH SAID 19.000 ACRES [827,640.000 SQ. FT.] WERE CONVEYED TO RHTJ PROPERTIES, LTD BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2594548, HIDALGO COUNTY OFFICIAL RECORDS, SAID 19.000 ACRES [827,640.000 SQ. FT.] ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF BLOCK 74, HILL-HALBERT SUBDIVISION AND THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, N 00° 30' 13" W ALONG THE WEST LINE OF SAID BLOCK 74 AND WITHIN THE RIGHT-OF-WAY OF DILLON ROAD, A DISTANCE OF 1,056.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHERNMOST NORTHWEST CORNER OF THIS TRACT;
2. THENCE, N 89° 29' 47" E ALONG THE SOUTH LINE OF A CERTAIN 1.00 ACRE TRACT CONVEYED TO RAQUEL JARAMILLO BY VIRTUE OF WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2267466, HIDALGO COUNTY OFFICIAL RECORDS, AT A DISTANCE OF 30.00 FEET PASS A NO. 4 REBAR FOUND ON THE EAST RIGHT-OF-WAY LINE OF DILLON ROAD, CONTINUING A TOTAL DISTANCE OF 165.00 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;
3. THENCE, N 00° 30' 13" W ALONG THE EAST LINE OF SAID ONE ACRE TRACT CONVEYED TO RAQUEL JARAMILLO, AT A DISTANCE OF 244.00 FEET PASS A NO. 4 REBAR FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF TRENTON ROAD, CONTINUING A TOTAL DISTANCE OF 264.00 FEET TO A NO. 4 REBAR SET FOR THE NORTHERNMOST NORTHWEST CORNER OF THIS TRACT;
4. THENCE, N 89° 29' 47" E ALONG THE NORTH LINE OF SAID BLOCK 74 AND WITHIN THE RIGHT-OF-WAY OF TRENTON ROAD, A DISTANCE OF 495.00 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16616151.260, EASTING: 1129960.073) FOR THE NORTHEAST CORNER OF THIS TRACT;
5. THENCE, S 00° 30' 13" E, AT A DISTANCE OF 20.00 FEET PASS A No. 4 REBAR SET ON THE SOUTH RIGHT-OF-WAY LINE OF TRENTON ROAD, CONTINUING A TOTAL DISTANCE OF 1,320.00 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16614831.308, EASTING: 1129971.698) FOR THE SOUTHEAST CORNER OF THIS TRACT;
6. THENCE, S 89° 29' 47" W ALONG THE SOUTH LINE OF SAID BLOCK 74, AT A DISTANCE OF 630.00 FEET PASS A NO. 4 REBAR FOUND ON THE EAST RIGHT-OF-WAY LINE OF DILLON ROAD, CONTINUING A TOTAL DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 19.000 ACRES [827,640.000 SQ. FT.], OF WHICH 0.727 OF ONE ACRE [31,680.000 SQ. FT.] LIES IN THE RIGHT-OF-WAY OF DILLON ROAD, AND 0.227 OF ONE ACRE [9,900.000 SQ. FT.] LIES WITHIN THE RIGHT-OF-WAY OF TRENTON ROAD, LEAVING A NET OF 18.046 ACRES [786,060.000 SQ. FT.] OF LAND, MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE–MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE–DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE 31st DAY OF October 20 16

(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 RICK D. HARBISON KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 21st DAY OF October 20 16

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 20, 2018

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF HUISACHE ACRES #13 WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DONNA ON 2nd DAY OF Nov. 20 16.

MAYOR OF THE CITY DONNA

ATTEST: SECRETARY OF THE CITY OF DONNA

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF HUISACHE ACRES #13 WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF DONNA ON 31st DAY OF October 20 16.

P&Z CHAIRMAN OF THE CITY OF DONNA

Lot Line Table		
Line #	Length	Direction
L1	35.36'	N44° 29' 47"E
L2	35.36'	S45° 30' 13"E
L3	21.21'	S44° 29' 47"W
L4	35.36'	N44° 29' 47"E
L5	35.36'	N45° 30' 13"W

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C1	019° 24' 36"	50.00'	16.94'	8.55	S50° 47' 55"E	16.86'
C2	055° 39' 51"	50.00'	48.58'	26.40	S13° 15' 42"E	46.69'
C3	047° 24' 16"	50.00'	41.37'	21.95	S38° 16' 21"W	40.20'
C4	047° 24' 16"	50.00'	41.37'	21.95	S85° 40' 37"W	40.20'
C5	040° 07' 02"	50.00'	35.01'	18.26	S50° 33' 44"E	34.30'

STATE OF TEXAS
COUNTY OF _____

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICK D. HARBISON, PRESIDENT OF RHTJ MANAGEMENT, LLC GENERAL PARTNER OF RHTJ PROPERTIES, LTD., AS OWNER OF THE 19.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED HUISACHE ACRES #13, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

RICK D. HARBISON
PRESIDENT OF RHTJ MANAGEMENT LLC;
GENERAL PARTNER OF RHTJ PROPERTIES, LTD.
P. O. BOX 989
BLANCO, TX 78606

DATE: 10/24/16

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED RICK D. HARBISON
PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21st DAY OF October, 2016

NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 20, 2018

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF HUISACHE ACRES #13
WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 3-5-15 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED: 3-5-15 JOB No. 15024
DATE PREPARED: 3-5-15 SURVEY JOB No. 15001. 30
T- 988 PG.31-32

DATE: 9-1-16

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS REGISTERED FRED L. KURTH 4750 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS FRED L. KURTH 54151 LICENSED PROFESSIONAL ENGINEER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF HUISACHE ACRES #13 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS _____ DAY OF _____, 20_____.

HIDALGO COUNTY JUDGE DATE _____

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

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

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT, HIDALGO COUNTY NUMBER ONE ON THIS THE 9th DAY OF September 20 16

SECRETARY PRESIDENT

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF HUISACHE ACRES #13 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON THIS THE _____ DAY OF _____ 20 _____

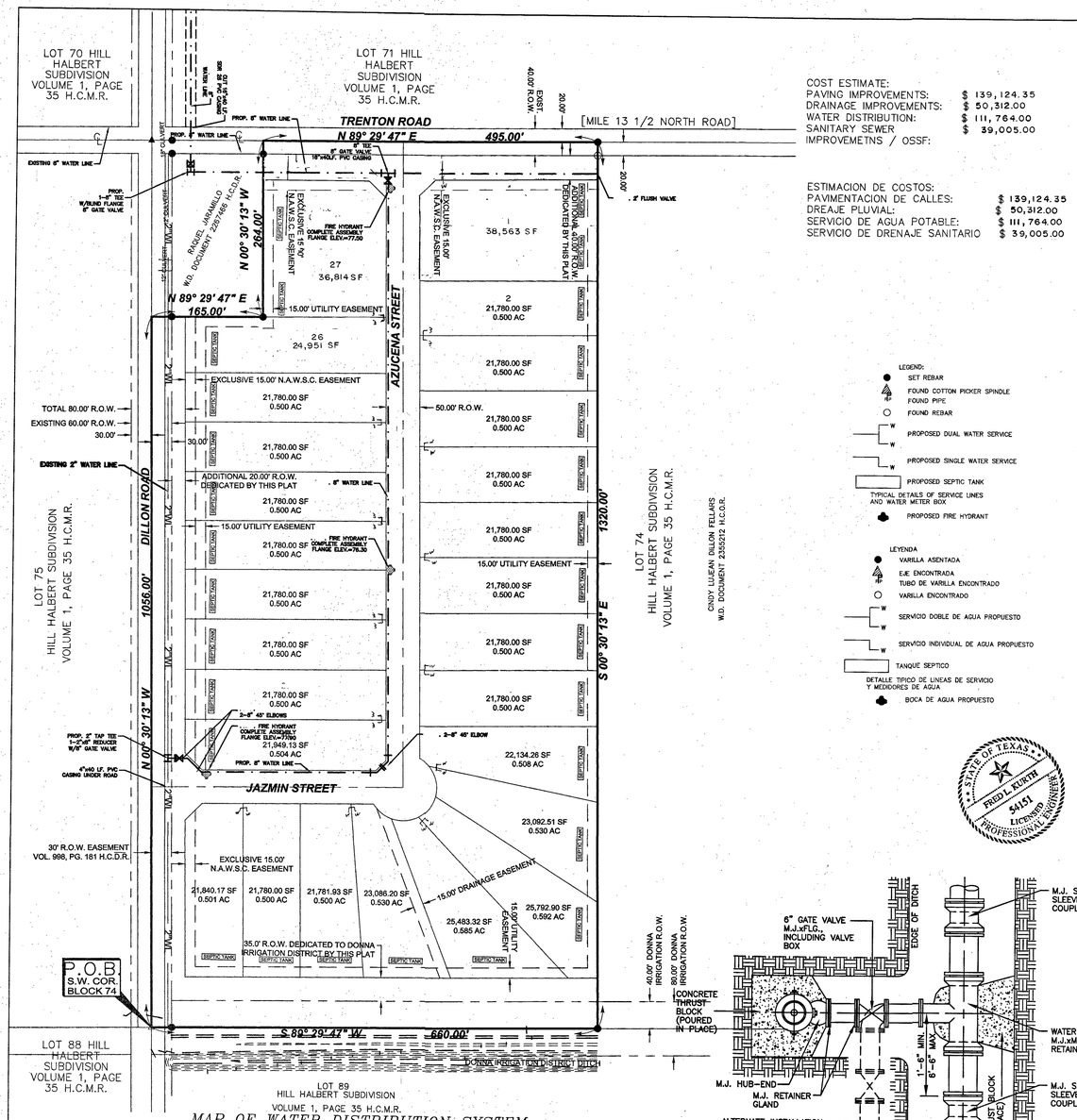
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

COUNTY COURT COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _



MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

HUISACHE ACRES #13

BEING A RESUBDIVISION OF 19.00 ACRES
OUT OF LOT 74,
HILL-HALBERT SUBDIVISION
AS RECORDED IN VOLUME 1, PAGE 35, H.C.M.R.
HIDALGO COUNTY, TEXAS

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 139,124.35
DRAINAGE IMPROVEMENTS:	$ 50,312.00
WATER DISTRIBUTION:	$ 111,764.00
SANITARY SEWER IMPROVEMETNS / OSSF:	$ 39,005.00

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 139,124.35
DREAJE PLUVIAL:	$ 50,312.00
SERVICIO DE AGUA POTABLE:	$ 111,764.00
SERVICIO DE DRENAJE SANITARIO	$ 39,005.00

LEGEND:
- SET REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND PIPE
- FOUND REBAR
- PROPOSED DUAL WATER SERVICE
- PROPOSED SINGLE WATER SERVICE
- PROPOSED SEPTIC TANK
- TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX
- PROPOSED FIRE HYDRANT

LEYENDA
- VARILLA ASENTADA
- EJE ENCONTRADA
- TUBO DE VARILLA ENCONTRADO
- VARILLA ENCONTRADO
- SERVICIO DOBLE DE AGUA PROPUESTO
- SERVICIO INDIVIDUAL DE AGUA PROPUESTO
- TANQUE SEPTICO
- DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA
- BOCA DE AGUA PROPUESTO

STATE OF TEXAS · FRED L. KURTH · 54151 · LICENSED PROFESSIONAL ENGINEER

ENGINEERING REPORT FOR HUISACHE ACRES #13
BY: FRED L. KURTH

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
HUISACHE ACRES #13 SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 2" DIAMETER WATER LINE RUNNING ALONG THE WEST RIGHT-OF-WAY OF DILLON ROAD AND AN 8" WATER LINE ALONG THE NORTHWEST INTERSECTION OF TRENTON ROAD AND DILLON ROAD. THE WATER SYSTEM FOR HUISACHE ACRES #13 CONSIST OF AN 8" DIAMETER WATER LINE THAT TAPS INTO THE PREVIOUSLY MENTIONED 2" WATER LINE AND 8" WATER LINE. A PROPOSED 8" LINE SHALL CONNECT AT THE NORTHWEST INTERSECTION OF TRENTON ROAD AND DILLON ROAD CROSSES TRENTON ROAD TO THE SOUTH THEN CROSSING DILLON ROAD TO THE EAST ALONG THE SOUTH SIDE OF TRENTON ROAD AND WITHIN AN EXCLUSIVE 15.0 FOOT N.A.W.S.C. EASEMENT ENDING AT THE EAST BOUNDARY LINE OF THIS SUBDIVISION. AN OTHER 8" WATER LINE CONNECTES TO THE PREVIOUSLY MENTIONED 8" WATER LINE RUNS SOUTH ALONG THE WEST STREET RIGHT-OF-WAY OF AZUCENA STREET THEN WEST ALONG THE NORTH SIDE OF JAZMIN STREET CROSSING DILLON ROAD CONNECTING TO THE 2" WATER LINE.

WATER DISTRIBUTION FOR THE HUISACHE ACRES #13 CONSISTS OF (13) -1" DIAMETER DUAL SERVICE LINES THAT RUN IN PAIRS TO THE LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT AND ONE 2" SINGLE SERVICE SERVING ONE LOT, THE 8" LINE, DUAL SERVICES, ¾" SINGLE SERVICES AND THE METER BOXES HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $111,764.00 OR $ 3,853.93 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $22,625.00 WHICH COVERS THE $ 780.17 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT, SAID SUM REPRESENTS THE TOTAL COST OF WATER METERS, RIGHTS ACQUISITION FEES AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED THREE (3) FIRE HYDRANTS AT A UNIT COST OF $3,800.00 FOR A TOTAL COST OF $11,400.00 . THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES

SEWAGE FROM HUISACHE ACRES #13 WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. JOSE A. GONZALEZ PROFESSIONAL ENGINEER NO. 12258, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:
EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCES CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY CLAY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY CLAY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,345.00 , INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $39,005.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON OCT. 5, 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 $134,389.00 WHICH EQUALS TO $ 4,634.10 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $1,345.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 39,005.00 FOR THE ENTIRE SUBDIVISION.

Fred L. Kurth 10-25-16
ENGINEER'S SIGNATURE DATE

STATE OF TEXAS · FRED L. KURTH · 54151 · LICENSED PROFESSIONAL ENGINEER

REPORTE DE INGENIERIA DE HUISACHE ACRES #13
POR: FRED L. KURTH

PROVISION DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD
HUISACHE ACRES #13 SUBDIVISION SERA ABASTECIDA DE AGUA POTABLE POR MEDIO DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). N.A.W.S.C. Y EL DUEÑO/REPRESENTANTE DE LA SUBDIVISION HAN FIRMADO UN CONTRATO EN EL CUAL SE ESTIPULA QUE LA SUBDIVISION SERA ABASTECIDA CON AGUA POTABLE POR LOS PROXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACION QUE INDICA LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL DESARROLLO DE LA SUBDIVISIÓN A LARGO PLAZO.

N.A.W.S.C. CUENTA CON UNA LINEA DE AGUA DE 2 PULGADAS DE DIAMETRO QUE PASA POR EL LADO OESTE DEL DEL DERECHO DE VIA DE DILLON ROAD Y UNA LINEA DE 8 PULGADAS EN EL LADO NOROESTE DE TRENTON ROAD Y DILLON ROAD. EL SISTEMA DE DISTRIBUCION DEL AGUA SE COMPONE DE UNA LINEA DE 8 PULGADAS QUE SE CONECTA CON LA LINEAS DE 2 PULGADAS Y DE 8 PULGADAS PREVIAMENTE MENSIONADA. LA LINEA DE 8 PULGADAS SE CONNECTARA A LA LINA DE 8 PULGADAS CRUSADO A TRENTON ROAD AL SUR LUEGO CRUSANDO A DILLON ROAD POR EL LADO SUR DE TRENTON ROAD Y DENTRO DE UNA CONSECION EXCLUSIVEA DE 15.0 PIES DE N.A.W.S.C. TERMINANDO EN LA LINEA ESTE DE ESTA SUBDIVISION. OTRA LINEA DE 8 PULGADAS SE CONNECTA A LA LINEA DE 8 PULGADAS PREVIAMENTE MENSIONADA CORRENDO AL SUR EN EL LADO OESTE DEL DERECHO DE VILLA DE AZUCENA STREET LUEGO CORRENDO AL OESTE EN EL LADO NORTE DEL DERECHO DE VIA DE LA CALLE JAZMIN STREET, CRUSADO A DILLON ROAD CONNECTANDO A LA LINEA 2" PULGASDAS PREVIAMENTE MENSIONADA.

EL SISTEMA DE DISTRIBUCION DEL AGUA PARA HUISACHE ACRES #13 SUBDIVISION CONSISTE DE 1· CATORSE SERVICIOS SENCILLOS DE AGUA DE 1 PULGADA DE DIAMETRO PARA CADA DOS LOTES SIRVIENDO 2¢ LOTES & UN SERVICO DE 2" SERVIENDO UN LOTE. ESTOS SERVICIOS SE SEPARAN FORMANDO ·UN SERVICIO. DE AGUA DE ¾ DE PULGADA DE DIAMETRO PARA CADA LOTE. SE HAN INSTALADO YA LA LINEA DE AGUA DE 8 PULGADAS DE DIAMETRO, LOS SERVICIOS SENCILLOS DE 1 PULGADA DE DIAMETRO, LOS SERVICIOS DOBLES DE ¾ DE PULGADA DE DIAMETRO, Y LAS CAJAS DE LOS MEDIDORES A UN COSTO TOTAL DE $111,764.00 ($3853.93 ___ POR LOTE). EL DUEÑO/REPRESENTANTE DE LA SUBDIVISIÓN LE HA PAGADO A N.A.W.S.C. LA CANTIDAD DE $22,625.00 QUE CUBRE EL COSTO DE LOS MEDIDORES ($780.17 PARA CADA LOTE), ESTE PRECIO INCLUYE TAMBIEN EL COSTO DE LA INSTALACION DE CADA MEDIDOR Y LOS GASTOS DE CONECCION. CUANDO EL DUEÑO DE ALGUNO DE LOS LOTES SOLICITE UN MEDIDOR DE AGUA, N.A.W.S.C. LO INSTALARA SIN COSTO ALGUNO. EL DUEÑO/REPRESENTANTE DE LA SUBDIVISION HA INSTALADO 2 HIDRANTES CONTRA INCENDIO (FIRE HYDRANTS) A UN COSTO DE $3,800.00 POR CADA UNO, LO CUAL REPRESENTA UNA CANTIDAD TOTAL DE $11,400.00 ___. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE SANITARIO: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

EL DRENAJE SANITARIO DE HUISACHE ACRES #13 SUBDIVISION SE TRATARA DE FORMA INDIVIDUAL POR MEDIO DE UN TANQUE/FOSA SEPTICA PARA CADA SOLAR. DICHO TANQUE/FOSA SEPTICA SERA DE DISEÑO STANDARD DE DOBLE COMPARTIMIENTO, INCLUIDA TAMBIEN EL AREA DE DRENADO. EL INGENIERO JOSE A. GONZALEZ CON LICENCIA No. 12258, HA EVALUADO EL LUGAR DONDE SE ENCUENTRA ESTA SUBDIVISION PARA Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA LA INSTALACION DE UNA TANQUE/FOSA SEPTICA (OSSF). EL REPORTE FUE REVISADO Y APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT). CADA LOTE CUENTA CON UNA AREA ADECUADA PARA REEMPLAZAR EL AREA DE DRENADO.

CADA LOTE EN ESTA SUBDIVISION CUENTA CON UNA AREA DE AL MENOS ½ ACRE. EN LA BASE DE DATOS DE "THE NATURAL RESOURCES CONSERVATION SERVICE" INDICA QUE EL SUELO EN ESTA PROPIEDAD ES DEL TIPO "ARENOSA-ARCILLOSA". AL MENOS DOS PERFORACIONES SE EXCAVARON EN ESTE LUGAR EN DOS PUNTOS OPUESTOS EN EL AREA DONDE EL TANQUE/FOSA SEPTICA SE INSTALARA (PERFORACIONES ADICIONALES FUERON INECESARIAS DEBIDO A QUE EL TIPO DE SUELO ES BASTANTE UNIFORME EN ESTA AREA). EL SUELO EN ESTA PROPIEDAD ES DEL TIPO "ARENOSA-ARCILLOSA" EXTENDIENDOSE HASTA 36" DEBAJO DEL FONDO DE CADA PERFORACION. NO HAY NINGUNA INDICACION DE AGUA EN LA SUPERFICIE, O ALGUNA CAPA RESTRICTIVA DENTRO DE 24" DEBAJO DEL FONDO DE CADA PERFORACION. ESTA PROPIEDAD CUENTA QUE BUEN DRENADO.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE TANQUES/FOSAS SEPTICAS POR LOTE ES DE: $1,345.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. TODOS LOS TANQUES/FOSAS SEPTICAS HAN SIDO INSTALADOS AL TIEMPO DE LA APLICACION PARA LA APROBACION FINAL DE ESTA SUBDIVISION A UN COSTO TOTAL DE $ 39,005.00, EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y HA APROBADO SU INSTALACION DESDE LA FECHA DE: . OCT. 5, 2016.

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA POTABLE Y DE DRENAJE SANITARIO DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS REGLAS MODELO (MODEL SUBDIVISION RULES) ADOPTADAS EN LA SECCIÓN 16.343 DEL CODIGO DEL AGUA (WATER CODE). CERTIFICO QUE LOS COSTOS PARA INSTALAR LOS SISTEMAS DE AGUA POTABLE Y DE DRENAJE SANITARIO SÓN DE LA SIGUIENTE MANERA:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO INCLUYENDO EL MEDIDOR DE AGUA CON UN COSTO TOTAL DE $134,389.00 O $ 4,634.10 POR LOTE

DRENAJE SANITARIO: SE ESTIMA QUE LOS TANQUES/FOSAS SEPTICAS COSTARAN $1,345.00 POR LOTE, TENIENDO UN COSTO TOTAL DE $39,005.00 POR TODA LA SUBDIVISION.

Fred L. Kurth 10-25-16
ENGINEER'S SIGNATURE DATE

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS, AND (b) SANITARY SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. I, RICK D. HARBISON SUBDIVIDER OF HUISACHE ACRES #13 HEREBY CERTIFY SANITARY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT, THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: RICK D. HARBISON PRESIDENT
RHRW MANAGEMENT, LLC
GENERAL PARTNER OF RHRW PROPERTIES, LTD

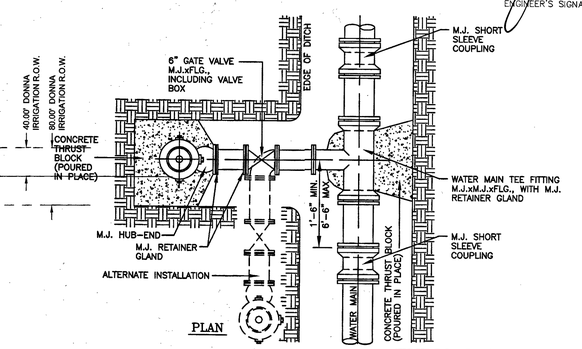
STATE OF TEXAS
COUNTY OF HIDALGO:

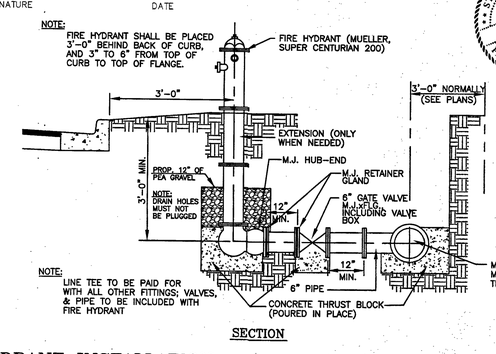
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICK D. HARBISON KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

21st DAY OF October 2016

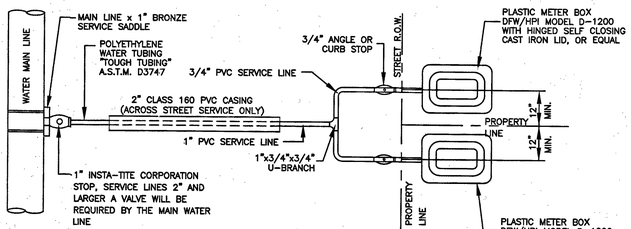
Lydia Flores
NOTARY PUBLIC
MY COMMISSION EXPIRES 06/06/2018

LYDIA FLORES · Notary Public · STATE OF TEXAS · My Comm. Exp. June 20, 2018

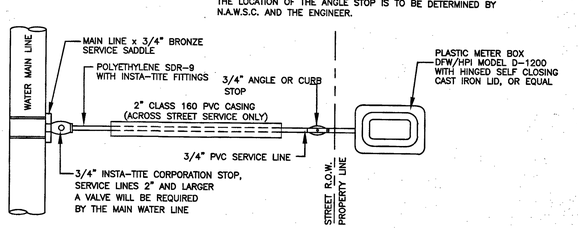




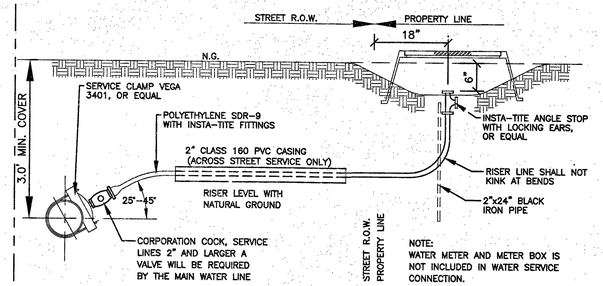
TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.



DUAL WATER SERVICE CONNECTION
N.T.S.

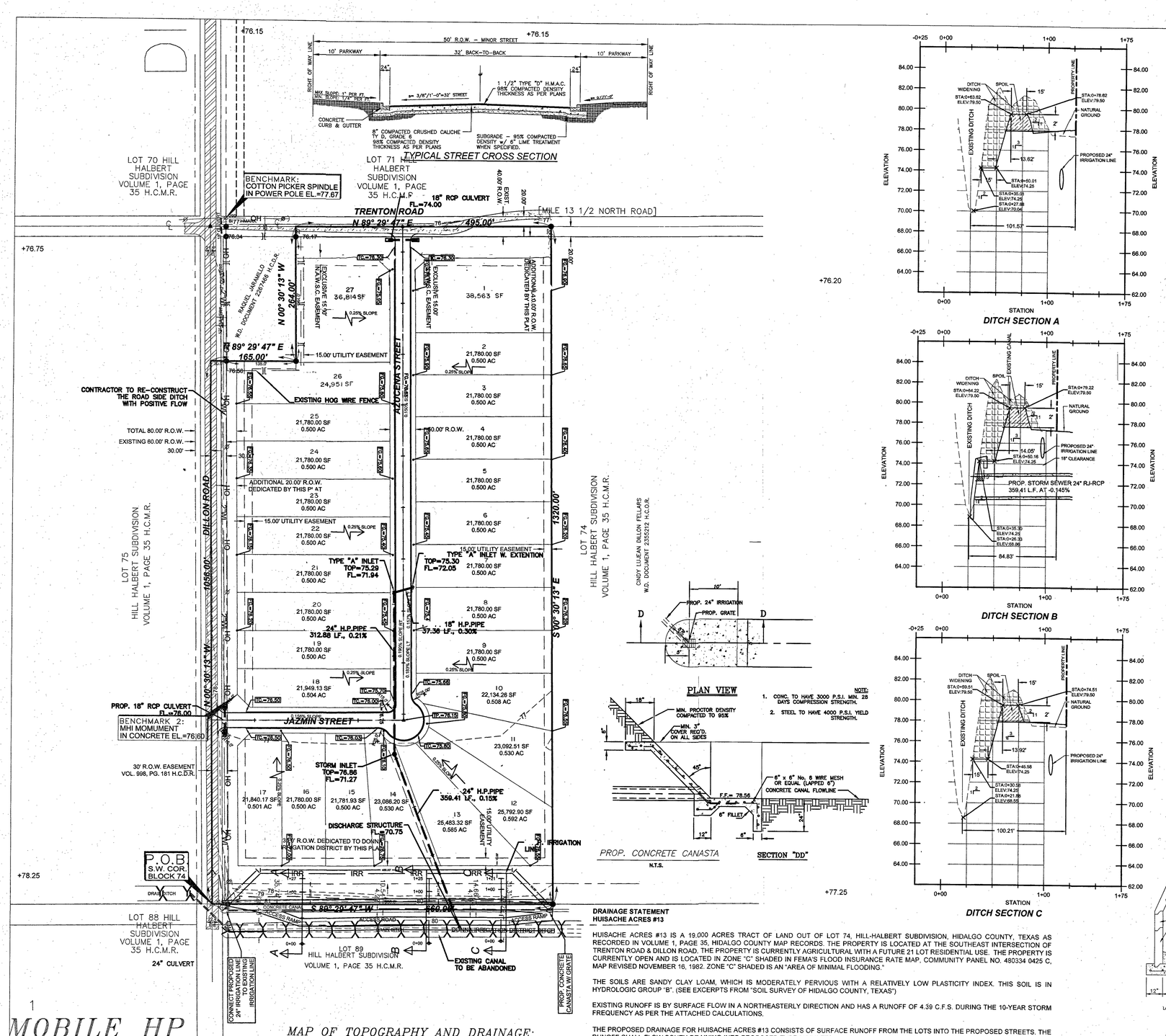


SINGLE WATER SERVICE CONNECTION
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TYPICAL WATER SERVICE CONNECTION ELEVATION
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MELDEN & HUNT, INC.
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+76.15
50' R.O.W. – MINOR STREET
10' PARKWAY
32' BACK-TO-BACK
10' PARKWAY
24'
24'
RIGHT OF WAY LINE
RIGHT OF WAY LINE
MAX SLOPE 1" PER 4" MIN SLOPE 1/4" PER FT
s= 3/8"/1'-0"=32' STREET
s= 6.00"/1'-0"
1 1/2" TYPE "D" H.M.A.C. 95% COMPACTED DENSITY THICKNESS AS PER PLANS
CONCRETE CURB & GUTTER
6" COMPACTED CRUSHED CALICHE TY D, GRADE 6 95% COMPACTED DENSITY THICKNESS AS PER PLANS
SUBGRADE – 95% COMPACTED DENSITY w/ 6" LIME TREATMENT WHEN SPECIFIED.
TYPICAL STREET CROSS SECTION
LOT 70 HILL HALBERT SUBDIVISION VOLUME 1, PAGE 35 H.C.M.R.
BENCHMARK: COTTON PICKER SPINDLE IN POWER POLE EL.=77.67
LOT 71 HILL HALBERT SUBDIVISION VOLUME 1, PAGE 35 H.C.M.R.
40.00' R.O.W.
EXIST.
20.00'
FL=74.00
18" RCP CULVERT
TRENTON ROAD
[MILE 13 1/2 NORTH ROAD]
N 89° 29' 47" E
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-4.70
-4.95
-5.20
-5.45
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-9.20
-9.45
-9.70
-9.95

AI-58119 **Precinct #1** **16. A.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #1

Information

CAPTION

Resolution in honor of Edcouch-Elsa High School Basketball Coach Robert Capello, who reached a milestone on January 6, when he became only the fourth high school coach in Texas to reach 1,000 career wins.

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/19/2017 10:08 AM
Linda Flores	Linda Flores	01/19/2017 03:20 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Monica Badillo Started On: 01/19/2017 09:59 AM

Final Approval Date: 01/20/2017

RESOLUTION IN HONOR OF ROBERT CAPELLO

WHEREAS, Mr. Robert Capello has achieved statewide and national recognition during his long and distinguished career as a high school basketball coach. The longtime coach of the Edcouch-Elsa High School reached a milestone on January 6, 2017, when his Yellow Jackets beat Brownsville Pace 88-83, handing Coach Capello his 1,000th career win; and

WHEREAS, according to the National Federation of High School record books, Coach Capello is the fourth high school coach in Texas to reach 1,000 wins. He is now among the top 15 winningest high school coaches in the nation; and

WHEREAS, born in 1940 in the small farming community of La Sara to Agustin and Julia Capello, first-generation migrant workers, he spent his childhood summers working alongside his family in the fields. He attended school in La Sara and later in the Edcouch-Elsa Independent School District. In high school, Mr. Capello helped lead the Yellow Jackets football team to a perfect 10-0 season as quarterback. He received all-state honors and was later selected as a Rio Grande Valley All-Millennium quarterback representing the class of 1959-1960; and

WHEREAS, Mr. Capello began coaching at Mission High School in 1965, after earning a Bachelor's Degree in Biology from Texas College of Arts and Industries. He also holds graduate degrees from Sam Houston State University and Sul Ross State University. After Mission High School, Mr. Capello went on to coach at five other high schools before returning to his alma mater, where he has worked for more than a quarter century; and

WHEREAS, he is married to Gloria Yarritu Capello and, together they have four sons, Robert Jr., Rick, Ronny, and Randy, all of whom played basketball on their father's teams. Robert Jr. practices law and Rick, Ronny and Randy all followed in their father's footsteps and became teachers; and

WHEREAS, Coach Capello has spent over 50 years coaching high school sports and his accomplishments are measured not only in the sports arena, but also by the countless young teaching young athletes the value of teamwork, dedication and of giving back to their communities.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby honor Robert Capello for his exemplary record of athletic achievement and the positive influence he has had on generations of student athletes.

Approved this 24th day of January 24, 2017.

RAMON GARCIA
County Judge

DAVID FUENTES
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-57860 **Precinct #3** **17. A.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

1. Requesting approval of an Interlocal Cooperation Agreement (ICA) among the City of Mission, City of McAllen, and Hidalgo County concerning certain Phase III improvements to Taylor Rd. from US83 Expressway North to Mile 2 North.

2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement project with certain Phase III road improvements to Taylor Road (from US83 Expressway North to Mile 2 N.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** See Below

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

BUDGETARY IMPACT:

Precinct No.2:

7-1303-431-00-122-119-0-841 $218,602.80 (pending carryover to 2017)
7-1200-431-00-122-119-0-841 $180,997.20

Precinct No.3:

7-1303-431-00-123-108-0-841 $399,600.00 (pending transfer refer to AI-58149)

Total County Contribution $799,200.00

Attachments

Letter from Mr. Crain
Project Fact Sheet
ICA
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/06/2017 11:32 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Norma Ceballos Started On: 12/21/2016 02:44 PM

Final Approval Date: 01/20/2017

ATLAS, HALL & RODRIGUEZ, LLP
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
818 W. PECAN BLVD. (78501-2418)
McALLEN, TEXAS
TEL. (956) 682-5501 FAX (956) 686-6109
ATLASHALL.COM

scrain@atlashall.com
(956) 632-8221 Direct Line

December 2, 2016

Hidalgo County Commissioner Pct. # 3
Joe M. Flores, Jr.
P.O. Box 607
Mission, Texas 78572

Via email

RE: Proposed Interlocal Cooperation Agreement Between the City of Mission, City of McAllen and Hidalgo County Certain Improvements to Taylor Road from US 83 Expressway North to 1300-Ft North of Dove

Dear Commissioner Flores:

We have reviewed the above referenced interlocal agreement (the "Agreement") you have provided to us. The only comment we have is the word "between" contained in the title and in the first paragraph of the Agreement should instead be the word "among".

Should you have any questions, please contact the undersigned.

Very truly yours,

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

SLC/mtr

AUSTIN OFFICE
11940 JOLLYVILLE RD., STE 125-S
AUSTIN, TEXAS 78759
TEL. (512) 583-0579
FAX (512) 717-5163

BROWNSVILLE OFFICE
P.O. BOX 6369 (78523-6369)
50 W. MORRISON RD., STE A
BROWNSVILLE, TEXAS 78520-7262
TEL. (956) 574-9333
FAX (956) 574-9337

UVALDE OFFICE
124 N. EAST STREET
UVALDE, TEXAS 78801-5312
TEL. (830) 278-3100
FAX (844) 272-4209

EXHIBIT "A"
TAYLOR ROAD PROJECT
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT: ……	TAYLOR ROAD
LIMITS: ……(SECTION 1)……	from US83 Expressway N to Business 83
LIMITS: ……(SECTION 2)……	from Business 83 to Mile 2 North
LIMITS: ……(SECTION 3)……	from Mile 2 North to 1300 Ft North of Dove Street
EXISTING ROADWAY SECTION: ……	40-ft Rural
EXISTING ROW WIDTH: ……	65' to 100' Varies
PROPOSED ROADWAY SECTION: ……	4-lane divided urban
PROPOSED ROW WIDTH: SECTION 1,2&3……	80-FT
ESTIMATED CONSTRUCTION COST …(SECTION 1)(ROADWAY ONLY)……	**$4,500,000.00**
ESTIMATED CONSTRUCTION COST …(SECTION 2) (ROADWAY ONLY)……	**$8,865,000.00**
ESTIMATED CONSTRUCTION COST …(3-8X8 IRRIGATION SIPHON AND 48" BYPASS) (SECTION 2)……	**$800,000.00**
ESTIMATED CONSTRUCTION COST WIDENING THE EXISTING BRIDGE…(SECTION 2)……	**$650,000.00**
LENGTH FOR 4-LANE ROADWAY …(SECTION 1)……	1.06 Miles
LENGTH FOR 4-LANE ROADWAY …(SECTION 2)……	1.97 Miles

ESTIMATED PROJECT COSTS	***ESTIMATED % LOCAL COST***	***TOTAL ESTIMATED PROJECT COST***	***ESTIMATED LOCAL COST***
PHASE I - INFORMATION FOR ORIGINAL INTERLOCAL COOPERATION AGREEMENT			
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN			
Environmental Document with TxDOT	100%	$ 178,900.00	$ 178,900.00
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	$ 57,600.00	$ 57,600.00
Archeological and Historical Research	100%	$ 65,000.00	$ 65,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 31,500.00	$ 31,500.00
Schematic for Roadway	100%	$ 344,062.50	$ 344,062.50
Hydrological Map for 3 Outfall Drain Ditches outfalls & capacities AND BRIDGE HYDRAULICS	100%	$ 84,000.00	$ 84,000.00
Schematic Design for 3-8X8 Siphon with 48" Steel Pipe Bypass for Irrig Dist. #1	100%	$ 93,837.50	$ 93,837.50
Bridge Layout for approval by TxDOT(Bridge Division), HCDD#1 And FHWA	100%	$ 90,000.00	$ 90,000.00
Estimated Environmental Document Review Charges by TxDOT	100%	$ 55,000.00	$ 55,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%	$ 42,000.00	$ 42,000.00
Preliminary Compensable Utilities Identification on Schematic	100%	$ 54,000.00	$ 54,000.00
Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/ FHWA	100%	$ 30,000.00	$ 30,000.00
Engineering Technical Support at Public Hearing with Layouts etc	100%	$ 22,500.00	$ 22,500.00
Public Involvement for 1 Public Hearing	100%	$ 21,600.00	$ 21,600.00
SUB-TOTAL		**$ 1,170,000.00**	**$ 1,170,000.00**
PHASE II - INFORMATION FOR ORIGINAL INTERLOCAL COOPERATION AGREEMENT			
PHASE II - ROW Map, Surveys, PS&E (SECTION 1)			
Complete ROW Map (Estimated 44 Parcels)	100%	$ 167,200.00	$ 167,200.00
Field Surveys for Design and Construction	100%	$ 57,600.00	$ 57,600.00
PS&E Development Roadway (7% Engineering Fee)	100%	$ 315,000.00	$ 315,000.00
Permanent and Temporary Signal Designs	100%	$ 17,295.12	$ 17,295.12
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	$ 66,000.00	$ 66,000.00
Permitted Utilities Coordination to adjust	100%	$ 100,800.00	$ 100,800.00
Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Construction)	100%	$ 54,000.00	$ 54,000.00
SUB-TOTAL (SECTION 1)		**$ 777,895.12**	**$ 777,895.12**
PHASE II - ROW Map, Surveys, PS&E (SECTION 2)			
Complete ROW Map (Estimated 81 Parcels)	100%	$ 307,800.00	$ 307,800.00
Field Surveys for Design and Construction	100%	$ 84,000.00	$ 84,000.00
PS&E Development Roadway (7% Engineering Fee)	100%	$ 620,550.00	$ 620,550.00
Permanent and Temporary Signal Designs	100%	$ 43,746.49	$ 43,746.49
PS&E Design for Bridge Widening	100%	$ 108,000.00	$ 108,000.00
Geotechnical Soil information and Scour Report for Bridge Widening for TXDOT	100%	$ 60,000.00	$ 60,000.00
PS&E Development for Irrigation Siphon and Irrigation Bypass	100%	$ 180,000.00	$ 180,000.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	$ 66,000.00	$ 66,000.00
PS&E Development for OUTFALL	100%	$ -	$ -
Permitted Utilities Coordination to adjust	100%	$ 144,000.00	$ 144,000.00
Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Construction)	100%	$ 123,780.00	$ 123,780.00
SUB-TOTAL (SECTION 2)		**$ 1,737,876.49**	**$ 1,737,876.49**
SUB-TOTAL (SECTION 1 & 2)		**$ 2,515,771.61**	**$ 2,515,771.61**
PHASE III - INTERLOCAL AGREEMENT			
PHASE III - ROW Acquisition and Construction Oversight (SECTION 1)			
Right-of-Way Costs - Acq.Services @ (est. 46 Parcels)	100%	$ 634,800.00	$ 634,800.00
Estimated County Attorney Costs for Condemnation ($15,000/Parcel based on 20% total of parcels)	100%	$ 138,000.00	$ 138,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 162,000.00	$ 162,000.00
Eng Consultant Construction Management (18 Months)	100%	$ 189,000.00	$ 189,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 2.25 Ac. @ $8.0/ sq ft)	20%	$ 784,080.00	$ 156,816.00
COMPENSABLE UTILITY COSTS	20%	$ 300,000.00	$ 60,000.00
Right-of-Way State Division Review and Oversight	100%	$ 6,000.00	$ 6,000.00
ROADWAY CONSTRUCTION COST	1%	$ 4,500,000.00	$ 45,000.00
TxDOT/LPA Construction Inspection (11%)	1%	$ 495,000.00	$ 4,950.00
SUB-TOTAL (SECTION 1)		**$ 7,208,880.00**	**$ 1,396,566.00**
PHASE III - ROW Acquisition and Construction Oversight (SECTION 2)			
Right-of-Way Costs - Acq.Services @ (est. 71 Parcels)	100%	$ 979,800.00	$ 979,800.00
Rail Road Force Account Work @ Business 83 and Taylor Rd	100%	$ 134,400.00	$ 134,400.00
Estimated County Attorney Costs for Condemnation ($15,000/Parcel based on 20% total of parcels)	100%	$ 213,000.00	$ 213,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 243,000.00	$ 243,000.00
Eng Consultant Construction Management (18 Months)	100%	$ 189,000.00	$ 189,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 3.6 ac @ $7.0/ sq ft)	20%	$ 1,097,712.00	$ 219,542.40
COMPENSABLE UTILITY COSTS	20%	$ 300,000.00	$ 60,000.00
Right-of-Way State Division Review and Oversight	100%	$ 10,000.00	$ 10,000.00
ROADWAY, IRRIG SIPHON AND BRIDGE WIDENING CONSTRUCTION COST	1%	$ 10,315,000.00	$ 103,150.00
TxDOT/LPA Construction Inspection (11%)	1%	$ 1,134,650.00	$ 11,346.50
SUB-TOTAL (SECTION 2)		**$ 14,616,562.00**	**$ 2,163,238.90**
SUB-TOTAL (SECTION 1 & 2)		**$ 21,825,442.00**	**$ 3,559,804.90**
ESTIMATED TOTAL		**$ 25,511,213.61**	**$ 7,245,576.51**

TOTAL ESTIMATED LPA COST:	**$ 7,245,576.51**	
COMBINED TOTAL ESTIMATED PROJECT COST FOR SECTIONS I & II:	**$ 25,511,213.61**	28.40%
LPA COSTS NOT INCLUDED IN WORK AUTHORIZATION(S):	**$ 1,260,584.90**	

PHASE III DISTRIBUTION COSTS		**Ph. III % Contr.**	Overall Project % Contr.
PHASE III FIXED LUMP SUM HIDALGO COUNTY PARTICIPATING ITEMS (1/3 COSTS):	**$ 799,200.00**	3.66%	7.95%
**** PHASE III CITY OF MISSION ESTIMATED AMOUNT OF PARTICIPATION:**	**$ 1,380,302.45**	6.32%	10.23%
**** PHASE III CITY OF MCALLEN ESTIMATED AMOUNT OF PARTICIPATION:**	**$ 1,380,302.45**	6.32%	10.23%
TOTAL:	**$ 3,559,804.90**		

** The above represents the Phase III estimated cost for ROW Acq., Construction, etc.. Any overruns/under runs will be shared equally between the Cities of Mission and McAllen.

12/5/2016

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT AMONG THE CITY OF MISSION, CITY OF MCALLEN, AND HIDALGO COUNTY, TEXAS CONCERNING CERTAIN PHASE III IMPROVEMENTS TO TAYLOR RD. FROM US83 EXPRESSWAY NORTH TO MILE 2 N.

THIS agreement is made on this _____ day of _____, 2017 by and among the CITY OF MISSION,TEXAS, hereinafter referred to as "MISSION", the CITY OF MCALLEN, TEXAS, hereinafter referred to as "MCALLEN", 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, both MISSION and MCALLEN are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, both MISSION and MCALLEN are cities created under the laws of Texas;

WHEREAS, the COUNTY is a county in the State of Texas;

WHEREAS, Taylor Road from US 83 Expressway North to Mile 2 N, which traverses within the jurisdictions of MISSION and MCALLEN and is a vital North-South road within the COUNTY that is an interconnecting link to the COUNTY roadway system and is in need of expansion to a four lane roadway facility; (the "Road");

WHEREAS, The Hidalgo County Metropolitan Planning Organization (HCMPO) approved their out of cycle highway Transportation Improvement Plan (TIP) and Metropolitan Transportation Plan (MTP) Amendments revising the previously approved limits "from US 83 Expressway North to 1300 – ft. North of Dove" into two (2) Projects, Section #1 Taylor Road: from US 83 to Bus 83 and Section #2 Taylor Road: from Bus 83 to Mile 2 N" and authorized Category 7 Federal Funds to be allocated towards construction, ROW and compensable utilities, as well as construction engineering costs of Section #1 and Section #2 of Taylor Road;

WHEREAS, MISSION, MCALLEN, and COUNTY agree with dividing the Taylor Road Project into Two (2) Project Sections and revising the Project limits;

WHEREAS, MISSION, will continue to be the fiduciary agent for these two (2) projects and assume the role of project development lead;

WHEREAS, MISSION desires to complete Phase III of the "Road" project development for Section # 1 and Section #2, which includes Right-of-Way Acquisition / Compensable Utility Services and Construction Management Services including but not limited to Construction Inspection / Construction Materials Testing.

WHEREAS, the estimated total Phase III "Road" project's development cost will be $3,559,804.90for both Section #1 and Section #2.

WHEREAS, COUNTY desires to cooperate by contributing a fixed lump sum amount not to exceed $799,200 to MISSION toward the development of the Phase III for both Section #1 and Section #2 of the "Road" project;

WHEREAS, MCALLEN desires to cooperate by contributing an estimated amount of $ 1,380,302.45 to MISSION toward the development of the Phase III for both Section #1 and Section #2 of the "Road" project. The above cost estimate represents the Phase IIII costs for ROW Acquisition and Construction related services. Any over runs and/or under runs will be shared equally between the Cities of MCALLEN and MISSION;

WHEREAS, MISSION desires to cooperate by contributing an estimated amount of $ 1,380,302.45 toward the development of the Phase III for both Section #1 and Section #2 of the "Road" project. The above cost estimate represents the Phase IIII costs for ROW Acquisition and Construction related services. Any over runs and/or under runs will be shared equally between the Cities of MCALLEN and MISSION;

WHEREAS, MISSION, MCALLEN and COUNTY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

NOW, THEREFORE, MISSION, MCALLEN and COUNTY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. MISSION agrees to complete Phase III for both Section #1 and Section #2 of the "Road" project development, which includes Right-of-Way Acquisition / Compensable Utility Services and Construction Management Services including but not limited to Construction Inspection / Construction Materials Testing for this project more particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to said Phase III.

2. The Road at various points passes through the jurisdiction of MISSION and MCALLEN forms a connecting link or integral part of the regional transportation system of the COUNTY roads.

3. The previously approved limits "From US 83 Expressway North to 1300 – FT. North of Dove" is revised into two (2) Projects, Section #1 Taylor Road: From US 83 to Bus 83 and Section #2 Taylor Road: From Bus 83 to Mile 2 N".

4. The estimated total Phase III "Road" project's development cost will be $3,559,804.90 for both Section #1 and Section #2.

5. The COUNTY desires to cooperate by contributing a fixed lump sum amount not to exceed $799,200 to MISSION at time of execution of this Agreement toward the development of the Phase III for both Section #1 and Section #2 of the projects, more particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to said Phase III.

6. MCALLEN desires to cooperate by contributing an estimated amount of $ 1,380,302.45, (in 2 payments) toward the development of the Phase III for both Section #1 and Section #2 of the "Road" project. The first payment will be due upon the execution of this agreement in the amount of $690,151.00. The second payment will be due in October 2017 in the amount of $690,151.45. The above cost estimate represents the Phase IIII costs for ROW Acquisition and Construction related services more particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to said Phase III. Any over-runs and/or under-runs will be shared equally between the actual costs that may be above or beyond the estimated amounts in this Agreement.

7. MISSION desires to cooperate by contributing an estimated amount of $ 1,380,302.45 toward the development of the Phase III for both Section #1 and Section #2 of the "Road" project. The above cost estimate represents the Phase IIII costs for ROW Acquisition and Construction related services more particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to said Phase III. Any over-runs and/or under-runs will be shared equally between the actual costs that may be above or beyond the estimated amounts in this Agreement.

8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

9. **Land Acquisition:** Mission and McAllen agree that all costs, including but not limited to, right of way costs, damages to the remainder (if any), appraisal fees, witness fees, trial expenses, court costs, appeal costs, and all other costs related to acquisition of necessary property interests, are agreed project costs. Mission and McAllen further agree to the following land acquisition process:

    a. Mission will assume the responsibility of determining the right-of-way, easements or other property interests necessary for the completion of this project, and shall obtain said property interests by purchaser or condemnation. McAllen agrees, acknowledges and grants Mission the authority necessary to condemn or otherwise acquire said property interests that are within McAllen City Limits.

    b. The value of all necessary property interests shall be determined based upon the appraised value of a State-certified real estate appraiser and a State-certified review appraiser selected by Mission.

c. Mission will be responsible for the relocation or adjustment of any public or private utilities. Any such relocation or adjustment will be in compliance with Mission Standard Utility Adjustment Agreement.

d. Condemnation proceedings shall be commenced as to those necessary property interests of which acquisition by purchase was not successful. Mission will administer all condemnation proceedings through Mission legal counsel.

e. Upon completion of acquisition of all necessary property interests, Mission shall re-convey to McAllen any easements or Right-of-Ways acquired within McAllen city limits. Completion of acquisition occurs when Mission has obtained all final, non-appealable judgments and conveyance documents for the necessary property interests, and a Notice to Proceed with construction has been issued.

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

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

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

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

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

If to Mission: City of Mission
Attention: Norberto "Beto" Salinas, Mayor
1201 E. 8th St.
Mission, Texas 78572

If to McAllen: City of McAllen
Attention: Jim Darling, Mayor
1300 Houston Avenue
McAllen, Texas 78501

If to County: Hidalgo County, Texas
Attn: Honorable Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

Copies to: Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
300 W Hallacres Ste G
Pharr, Texas 78577

Joe M. Flores, Commissioner, Precinct No. 3
724 North Breyfogle
Mission, Texas 78574

15. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

16. **Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.

17. **Successors:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

18. **Assignment:** This Agreement shall not be assignable.

19. **Headings:** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

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

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

22. **Governmental Purpose:** Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

23. **Commitment or Current Revenues Only:** In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

24. Following completion of construction of the Road each party hereto shall maintain the road within their respective jurisdictions where applicable.

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

CITY OF MISSION

By: _____
Norberto “Beto” Salinas, Mayor

ATTEST:

_____
City Secretary

CITY OF MCALLEN

By: _____
Jim Darling, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:

By: _____
Abiel Flores
Mission City Attorney

APPROVED AS TO FORM:

By: _____
Kevin D. Pagan
McAllen City Attorney

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain Phase III Road Improvements to Taylor Rd. from US83 Expressway to Mile 2 North (the "Road"), a section which is in part within the city limits of said cities and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Mission, City of McAllen, Texas, and Hidalgo County.

By vote on_____ 2017, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

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

Fwd: ICA -Taylor Rd. Project

From : Norma Ceballos <norma.ceballos@co.hidalgo.tx.us> Fri, Jan 20, 2017 09:38 AM
Subject : Fwd: ICA -Taylor Rd. Project
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Please attached to agenda item # 57860

Thank you.
----- Forwarded Message -----
From: "Marynel Trevino" <mntrevino@atlashall.com>
To: "norma ceballos" <norma.ceballos@co.hidalgo.tx.us>
Sent: Friday, January 20, 2017 9:43:28 AM
Subject: FW: ICA -Taylor Rd. Project

Hi Norma:

Mr. Crain, reviewed the agreement and see below his response is ok. Should you have questions, please call our office.

Thank you,

Marynel Trevino-Rodriguez, Secretary for
Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Telephone Number (956) 632-8221
Office Telephone Number (956) 682-5501
Facsimile Number (956) 686-6109
Website address: www.atlashall.com

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This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transaction Act or any other statute governing electronic transactions.

-----Original Message-----
From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, January 20, 2017 9:32 AM
To: 'Marynel Trevino' <mntrevino@atlashall.com>
Subject: RE: ICA -Taylor Rd. Project

It is OK.

-----Original Message-----
From: Marynel Trevino [mailto:mntrevino@atlashall.com]
Sent: Friday, January 20, 2017 9:14 AM
To: 'Steve Crain' <scrain@atlashall.com>
Subject: FW: ICA -Taylor Rd. Project

-----Original Message-----
From: Norma Ceballos [mailto:norma.ceballos@co.hidalgo.tx.us]
Sent: Friday, January 20, 2017 8:50 AM
To: Marynel Trevino <mntrevino@atlashall.com>
Subject: ICA -Taylor Rd. Project

Good morning Marynel,

Would you please have Mr. Crain review the attached Interlocal Cooperation Agreement it's on Tuesday's agenda.

Thank you.

AI-58171 **Budget and Management** **18. A.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of 2017 Nuisance Abatement Code Enforcement Division Schedule of Fees pursuant to Health & Safety Code § 343.023 (a).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Schedule of Fees

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/20/2017 04:57 PM
Ivan Cantu	Veronica Ortiz	01/20/2017 05:04 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Rolando Garcia Started On: 01/20/2017 01:48 PM

Final Approval Date: 01/20/2017

HIDALGO COUNTY

NUISANCE ABATEMENT CODE ENFORCEMENT DIVISION

SCHEDULE OF FEES

A. ADMINISTRATIVE FEE - $100.00

B. LABOR RATE PER HOUR - $18.24

C. EQUIPMENT FEES – Equipment fees will be charged at the current FEMA Schedule of Equipment rates at the time the abatement of nuisance occurred. (*Please see FEMA Schedule of Equipment Rates*) https://www.fema.gov/schedule-equipment-rates

Effective Date: January 01, 2017

AI-58065 **Budget and Management** **18. B.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Rey Salazar, BUDGET & MANAGEMENT

Submitted By: Gabriela Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Resolution in Support of an Illegal Dumping Prevention and Education Program

BACKGROUND

Initiative made possible through LRGVDC, TCEQ funding, ref AI# 55615.

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	01/17/2017 05:12 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Gabriela Garza Started On: 01/17/2017 09:48 AM

Final Approval Date: 01/20/2017

RESOLUTION IN SUPPORT OF AN ILLEGAL DUMPING EDUCATION AND PREVENTION PROGRAM

WHEREAS, the County of Hidalgo and our County Commissioners Court is committed to improving the quality of life in our County's communities by combating illegal dumping and enforcing our illegal dumping laws; and

WHEREAS, the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, through funding from the Texas Commission of Environmental Quality, awarded the County of Hidalgo a competitive Regional Solid Waste Grant to assist efforts in the prevention of illegal dumping through education and law enforcement; and

WHEREAS, the dangers of illegal dumping range from the creation of habitat/breeding grounds for rodents and insects; the exposure of residents to sharp objects, medical wastes, fire, toxic chemicals and possible hazardous wastes; and may pose a high risk for children playing in the area; and

WHEREAS, illegal dumping may cause a diversion of staff and equipment resources from other local public needs and may cause property devaluation with the potential loss of opportunities to develop land and attract additional business; and

WHEREAS, the Department of Budget Management, in collaboration the Department of Public Affairs, and County Constable's Offices, are working to inform the public of these dangers and hazards through an educational campaign targeting television, print, social media and visible signage at illegal dumping hotspots; and

WHEREAS, the Department of Budget and Management, in collaboration with the Sheriff's Department and County Constables have identified chronic illegal dumpsites and developed a database that will assist in the evaluation and statistical analysis of illegal dumping in Hidalgo County; and

WHEREAS, Precinct 3 Constables Office, in collaboration with the District Attorney's Office have conducted an Environmental Enforcement training and certification course to uniformly interpret Texas Health and Safety Codes and reinforce Basic Criminal Investigation techniques and practices regarding Illegal Dumping; and

WHEREAS, the County of Hidalgo, our County Judge's Office, Precincts, District Attorney's Office, and County Constables have determined surveillance cameras may assist in providing intelligence and evidentiary material that may aid in the issuance of citations, fines and potential arrests to help reduce the incidence of illegal dumping.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court supports current and enhanced efforts for the prevention of illegal dumping through education and law enforcement to protect public health, the environment, and County resources.

Approved this 24th day of January 2017.

RAMON GARCIA
County Judge

DAVID FUENTES
County Commissioner, Pct. 1

EDDIE CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

AI-58054 **Budget and Management** **18. C. 1.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1115 Waiver DSRIP (1100):
a. Approval to undesignate the amount of $1,389,912.00 in the year 2017 for expenditures related to the 1115 Waiver Program.
b. Approval of 2017 appropriation of funds in the amount of $1,389,912.00 to fund program expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-444-00-240-005-0-XXX

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

BUDGETARY IMPACT:

2017 appropriation of funds in the amount of $1,389,912.00 to fund 1115 Waiver Program.

Monies are to be unassigned from account#7-1100-257-00-000-003-0-000 (Fund Balance-Assigned for 1115 Waiver)

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	01/17/2017 05:14 PM
Ivan Cantu	Ivan Cantu	01/18/2017 04:13 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Merlen P. Munoz Started On: 01/13/2017 01:56 PM

Final Approval Date: 01/20/2017

DATE: January 13, 2017

2017
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **1115 Waiver DSRIP**

ACCOUNT NUMBER: 7-1100-444-00-240-005-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-444-00-240-005-0-	113	1115 Waiver DSRIP	Reg Full-time employees	88,580.00
7-1100-444-00-240-005-0-	211	1115 Waiver DSRIP	Health Insurance	12,600.00
7-1100-444-00-240-005-0-	212	1115 Waiver DSRIP	Life Insurance	76.00
7-1100-444-00-240-005-0-	220	1115 Waiver DSRIP	FICA	6,777.00
7-1100-444-00-240-005-0-	230	1115 Waiver DSRIP	Retirement Contributions	10,161.00
7-1100-444-00-240-005-0-	250	1115 Waiver DSRIP	Unemployment Contributions	532.00
7-1100-444-00-240-005-0-	260	1115 Waiver DSRIP	Workers' Comp Contributions	186.00
7-1100-444-00-240-005-0-	320	1115 Waiver DSRIP	Professional	150,000.00
7-1100-444-00-240-005-0-	336	1115 Waiver DSRIP	Computer Services	500,000.00
7-1100-444-00-240-005-0-	339	1115 Waiver DSRIP	Other Professional Services	150,000.00
7-1100-444-00-240-005-0-	430	1115 Waiver DSRIP	Repair & Maint. Services	50,000.00
7-1100-444-00-240-005-0-	583	1115 Waiver DSRIP	Out-of-County Employee Travel	10,000.00
7-1100-444-00-240-005-0-	585	1115 Waiver DSRIP	Non-Employee Travel	10,000.00
7-1100-444-00-240-005-0-	610	1115 Waiver DSRIP	General Supplies	100,000.00
7-1100-444-00-240-005-0-	630	1115 Waiver DSRIP	Food	1,000.00
7-1100-444-00-240-005-0-	660	1115 Waiver DSRIP	Furnishings and Equipment	100,000.00
7-1100-444-00-240-005-0-	751	1116 Waiver DSRIP	Machinery & Equipment	100,000.00
7-1100-444-00-240-005-0-	753	1115 Waiver DSRIP	Furniture & Fixtures	100,000.00
			TOTAL BUDGET INCREASE (DECREASE)	**1,389,912.00**

REASON: Appropriate funding for anticipated expenditures.

Note: Monies are to be unassigned from acct#7-1100-257-00-000-003-0-000 Fund Balance - Assigned for 1115 Waiver

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-57642 **Budget and Management** **18. C. 2.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Glinda Pacheco, EXECUTIVE OFFICE

Department: BUDGET & MANAGEMENT

Information

CAPTION

Economic Development (1100):
Approval of 2017 appropriation of funds in the amount of $254,500.00 to establish an operating budget for the economic development program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-4XX-X0-1XX-0XX-0-XXX

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

BUDGETARY IMPACT:

Monies to be taken from Acct# 7-1100-255-02-000-002-0-000 General Fund-Restrictied F/B-Economic Development.

Attachments

appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/19/2017 01:55 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Glinda Pacheco		Started On: 12/05/2016 02:27 PM
Final Approval Date: 01/20/2017		

DATE: January 10, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2017
Appropriation

DEPARTMENT NAME: Department of Budget & Management for **Econ. Development/Child Advocacy**

ACCOUNT NUMBER: 7-1100-4XX-X0-1XX-0XX-0-XXX

Contact Person: Glinda Pacheco **Ph#:** (956) 292-7025 ext. 5411

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
7-1100-465-10-110-081-0- 540	Economic Development	ADVERTISING	7,000.00
7-1100-465-10-110-081-0- 583	Economic Development	TRAVEL OUT OF CO	9,500.00
7-1100-465-10-110-081-0- 584	Economic Development	REGISTRATION FEES	15,500.00
7-1100-465-10-110-081-0- 610	Economic Development	GENERAL SUPPLIES	2,500.00
7-1100-465-10-110-081-0- 761	Economic Development	SOFTWARE	2,500.00
7-1100-465-10-110-081-0- 810	Economic Development	DUES & MEMBERSHIPS	17,500.00
7-1100-465-10-110-081-0- 843	Economic Development	AID TO NONGOVT	150,000.00
7-1100-444-20-125-019-0- 843	Child Advocacy Ctr	AID TO NONGOVT AGENCY	50,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**254,500.00**

REASON: To appropriate funding for Rio South Texas Economic Council invoice ($17,500), funding needed for the Child Advocacy program and to establish an operating budget for economic development.

Monies to be taken from acct#7-1100-255-02-000-002-0-000 General Fund-Restrictied F/B-Economic Development.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-58194 **Purchasing Department** **19. A. 1.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Valde Guerra, EXECUTIVE OFFICE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action amending Letter of Engagement with Porter Hedges, LLP with regard to the scope of legal services, including but not limited to other professional services for New Courthouse Project

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/20/2017 05:43 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Monica Badillo Started On: 01/20/2017 04:59 PM

Final Approval Date: 01/20/2017

AI-58141 **Purchasing Department** **19. A. 2.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of a professional services contract for the provision of "Debris Monitoring & Recovery Services" selected through Hidalgo County's membership participation with HGAC's awarded vendor Tetra Tech, Inc., with effective term commencing upon approval of this item with termination to coincide with HGAC's term of May 31, 2019 with the option to renew two (2) additional one (1) year terms.

BACKGROUND

Commissioners Court approved utilizing Tetra Tech, Inc. through HGAC so as to establish a contract on October 25, 2016 through agenda item # 56881.

Legal has reviewed and approved contract documentation.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact would occur upon need for services and a declaration of disaster has been enforced. No funding required at this time as budgetary provisions will be addressed and appropriated.

Attachments

t tech agrmnt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/20/2017 11:22 AM

Budget & Management	Veronica Ortiz	01/20/2017 11:54 AM
Glinda Pacheco	Glinda Pacheco	01/20/2017 03:31 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Yvette Salinas Started On: 01/19/2017 04:25 PM

Final Approval Date: 01/20/2017

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT

C-16-247-01-24

THIS CONTRACT is made and entered into this **24th** day of **January, 2017** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Tetra Tech, Inc.** ("Company").

WHEREAS, Company has proposed and agreed to provide Debris Monitoring & Recovery Services (the "Services") in accordance with the following:

a. H-GAC Request for Proposals (Proposal HP074-16) ("Proposal"), dated February 12, 2016,

b. Contractor Proposal (including Contractor Qualifications, Contractor Experience, Staff Qualifications, and Technical Approach),

c. Proof of Insurance

d. and Cost Proposal;

Whereas the Proposal, including Contractor Qualifications, Contractor Experience, Staff Qualifications, Technical Approach, and Cost Proposal "Proposal Package" are incorporated and attached as Exhibits A, B,C, and D;

WHEREAS, in recognition of and in consideration of Company's agreement to Perform the Services in accordance with the terms and conditions of the Proposal Packet, the Commissioners Court of County awarded the contract 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 Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services as the Primary provider of the Services in accordance with the Proposal Package within **Hidalgo County** following a request for Services by the Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The term of this Agreement shall begin on the date written above through **May 31, 2019** and may be extended on the same terms and conditions at the **option** and **sole discretion** of the County for two (2) additional one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

Hidalgo County reserves the right to continue this Contract for an additional sixty (60) Days Grace Period at the end of the contract term for unforeseen delay in award of

new bid for next contract term.

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 "C" 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 coverage and in the amounts described herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

Workers Compensation	Statutory
Employer's Liability	U.S. $1,000,000
Commercial General Liability	U.S. $1,000,000 per occurrence
	U.S. $1,000,000 aggregate
Comprehensive General Automobile	U.S. $1,000,000 combined single limit
Professional Liability	U.S. $1,000,000 per claim and in the aggregate

Additionally, the certificates must state that the County will be given at least thirty (30) days notice, by certified mail, of cancellation, material change in the coverages or intent not to renew any of the policies. The County must be named as an Additional Insured. The County must be given copies of all insurance policies within fifteen (15) days of the County's written request.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge

302 W. University Drive
Edinburg, Texas 78539

If to Company: Tetra Tech, Inc.
Attn: Betty Kamara, Contracts Manager
2301 Lucien Way, Suite 120
Maitland, FL 32751

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. County may terminate this Agreement upon thirty (30) days written notice at any time for any reason or no reason at all.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts

to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ____ day of _____,

2017.

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

Tetra Tech, Inc.

_____
Jonathan Burgiel, Vice President

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

Exhibit A:	H-GAC Request for Proposals Disaster Debris Clearance and Removal Services & Hidalgo County's RFP No. 16-247-09-22-YSS
Exhibit B:	H-GAC Contractor Proposal (including Contractor Qualifications, Contractor Experience, Staff Qualifications, and Technical Approach)
Exhibit C:	Proof of Insurance
Exhibit D:	Cost Proposal

EXHIBIT "A"

H-GAC REQUEST FOR PROPOSAL DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES (PROPOSAL HP07-16)

COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE: ☐ **BIDS** ☒ **PROPOSALS**

INVITATION NO.: **HP07-16** ISSUE DATE: **February 12, 2016**

CATEGORY: **All Hazards Preparedness, Planning, Consulting & Recovery Services**

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (**HGACBuy**) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 6,000 member local governments, districts, agencies in 50 states across the nation.

Responses must be submitted in an original, one (1) copy and one (1) electronic copy and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	December 8, 2015
PRE-BID/PROPOSAL CONFERENCE:	January 20, 2016 @ 9:00 a.m. CT; Conference Room B
FINAL SPECIFICATION / INVITATION:	February 12, 2016
BID/PROPOSAL RESPONSES DUE:	March 10, 2016 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	March 10, 2016 @ 2:00 p.m. CT; H-GAC Conference Room B
RECOMMENDATIONS TO BOARD:	May 17, 2016
CONTRACT START DATE & TERM:	July 1, 2016 through June 30, 2019 (3 years)
The documents comprising this Invitation are available via web download at: **https://www.hgacbuy.org/bids/**	
For assistance regarding this Invitation, please contact: Name: **Aundre Petty** Phone: **713-993-2453** E-mail: **Aundre.Petty@h-gac.com**	

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions
SECTION B - Product/Service Specific Requirements & Specifications (Final)
SECTION C - **HGACBuy** *FORMS* (Final)
SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:
You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at HGACBuy offices on receipt. HGACBuy is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.

H-GAC Cooperative Purchasing

Sealed Bid/Proposal No. **HP07-16**

DO NOT OPEN IN MAIL ROOM

Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

HGACBuy is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because **HGACBuy** is being used not only in the State of Texas, but **NATIONWIDE**. This means that **HGACBuy** contractors will have a special advantage available to them in promoting sales to government agencies throughout the country… the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an **HGACBuy** contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the **HGACBuy** staff member listed on the cover of this Invitation for additional information.

HGACBuy
THE SMART PURCHASING SOLUTION

SECTION A

GENERAL TERMS & CONDITIONS

FOR BIDS AND PROPOSALS

INVITATION NO.
DESCRIPTION:

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1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term *"aggregate"* in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term *"single occurrence"* differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under *"single occurrence."*

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to by used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDRom, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC.**

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or **Product Item.** Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = American National Standards Institute

ASTM = American Society for Testing and Materials

ASME = American Society of Mechanical Engineers

CFR = U.S. Code of Federal Regulations

DOJ = U.S. Department Of Justice

DOT = U.S. Department Of Transportation

EPA = U.S. Environmental Protection Agency
FAA = Federal Aviation Administration
FMVSS = U.S. Federal Motor Vehicle Safety Standards
H-GAC = Houston-Galveston Area Council of Governments
IEEE = Institute of Electrical and Electronics Engineers
MVD = Motor Vehicle Division of Texas Department of Transportation
NFPA = National Fire Protection Association
NHTSA = National Highway Traffic Safety Administration
NIOSH = National Institute For Occupational Safety And Health
NIST = National Institute of Standards and Technology
NTEA = National Truck Equipment Association
OSHA = U.S. Occupational Safety and Health Administration
RRC = Railroad Commission of Texas
SAE = Society of Automotive Engineers
TBPC = Texas Building and Procurement Commission (formerly GSC)
TxDOT = Texas Department Of Transportation
UL = Underwriter's Laboratories Inc.
VTCS = Vernon's Texas Civil Statutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC**'s objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror**'s sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.

b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.

c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC, and shall be considered to be in the public domain.**

e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.

f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.

g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.

h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.

i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.

j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User.**

k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.

l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC**'s sole discretion.

m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.

n. **H-GAC** reserves the right to:

- Reject any and all offers received in response to this Invitation.
- Reject any part of an offer received in response to this Invitation.
- Determine the correct price and/or terminology in the event of any discrepancies in any response.
- Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
- Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
- Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
- Hold discussions with **Offerors**, although award may be made without discussion.
- Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC.**
- Exercise any of these rights at any time without liability to any **Offeror.**

o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror,** and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC**'s insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.

b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:

- Agency name
- Contact person name
- Address
- Phone & Fax numbers
- Description of product(s) or service(s) and date sold

c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor**'s possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.

c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

No Financial Interest or Other Conflict

a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.

b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement renedered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

d. Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.

b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC**'s Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response.** Further, it shall be **Contractor**'s responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

> **NOTE:** In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made **ONLY** with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.

b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.

c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.

d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

a. Be new, unused, and not refurbished.

b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.

c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.

d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.

a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.

b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.

c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

d. Selection of Product Codes for which to submit an offer is at **Offeror**'s sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.

c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC**'s specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

Options - General

a. Options are considered to be any features or accessories, other than **H-GAC**'s and Manufacturer's "standard" features or accessories.

b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.

c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.

b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC**'s sole discretion.

b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a **"Published Option"**; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than $50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.

b. Any option that has not been listed and priced in the Response is considered to be an **"Unpublished Option".** Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.

c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.

b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.

c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.

d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror**'s base price for any Product shall be inclusive of the standard warranty.

e. Complete warranty information will be supplied to **End User** with each Product sold.

a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.

f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.

g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor**'s behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.

h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, **with the exception of orders for motor vehicles**. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.

b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.

c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".

b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown an any Contract Pricing Worksheet or other quote presented to the **End User**.

c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.

d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.

e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User's** requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.

f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.

b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.

c. All required **H-GAC** *FORMS* and documents shall be properly completed, without exception or **Offeror's** Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC** *FORM* in any way. **Offeror** may photocopy or print blank *FORMS* as needed. Information submitted on the printed copies of the *FORMS* may not be handwritten except for signatures and initials. It is **Offeror's** responsibility to insure that printed *FORMS* are clear and legible. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every *FORM* submitted in the Response.

d. **The entire response submission** shall also be submitted on electronic media, including all required **H-GAC** *FORMS*. **Offeror** is strongly advised to make and work with copies of the original electronic *FORMS*. The originals can then be used to make additional electronic or printed copies of the blank *FORMS*. Signatures are not required on the electronic *FORMS*.

e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:

- The procedure to be used by an **End User** requiring repairs.
- Typical turn-around time on repairs.
- Service Department days and hours of operation.
- Number of qualified / factory trained service personnel normally on hand.
- Description of the parts inventory on hand.
- Training services, facilities and personnel available.

g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):

- Name and address of **Offeror**.
- Date and hour of public response opening.
- Bid/Proposal Invitation number.
- The statement: **"SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM".**

H-GAC shall not be responsible for any Response not properly labeled.

h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.

i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror**'s expense.

j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.

k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.

l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required *FORM* or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.

m. **First Section:**

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form W-9 – Request for Taxpayer Identification Number and Certification**: Should be completed by each party to the response.

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on **Form D**.

- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
- Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
- **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.

n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.

b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.

c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.

d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.

e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC** *FORMS* is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror**'s information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror**'s response is inconsistent with the information supplied by **Offeror** on the **H-GAC** *FORMS*. In all cases, information on **H-GAC**'s printed *FORMS* supplied as part of **Offeror**'s response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

a. **H-GAC** may reject a response if:
   - **Offeror** misstates or conceals any material fact in the Response, or if,
   - **Offeror** does not strictly conform to law or the requirements of this Invitation.

b. **H-GAC** may reject any and all responses, and may reject any part of a response.

c. **H-GAC, at it's sole discretion,** may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.

b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.

c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.

d. Failure of **Offeror** to submit pricing for **frequently purchased** options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC**'s sole discretion.

For Proposal Responses:

e. **H-GAC** will evaluate proposals as detailed in Section B.

f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at it's sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.

b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.

c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror**(s) and shall be subject to acceptance by the successful **Offeror**(s) within thirty (45) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.

d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.

e. The contract shall include the following documents in the stated order of precedence:

1st The contract document signed by **H-GAC** and **Offeror**.
2nd This Invitation and all specifications referenced herein.
3rd **Offeror**'s response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.

b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.

c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in **Contractor**'s **H-GAC** contract, except for pricing discounts.

d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User**'s purchase document and **H-GAC**'s Order Confirmation.

e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE:** The Order Processing Charge is charged to **Contractor**, **EXCEPT in the case of motor vehicles.** For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.

f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.

g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.

h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.

c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.

d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.

e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.

f. Price change requests shall include **H-GAC Forms D** and **E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.

g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's** actual costs have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.

h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.

i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.

j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at it's sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.

b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.

c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.

d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**..

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.

b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.

c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.

d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.

e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.

f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.

g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.

h. **Reporting Requirements:**

- **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
- **End User** name
- Product/Service purchased, including Product Code if applicable
- End User Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- **HGACBuy** Order Processing Charge amount
- Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.

i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- **End User** & **Contractor** information

Functions

- **End User** product inquiries
- Product configuration and price quotes
- Purchase Orders and Confirmations
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business. **Offeror** is encouraged to refer to **H-GAC**'s Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC**'s offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC**'s Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a

party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

52. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A
GENERAL TERMS & CONDITIONS

All Hazards Preparedness, Planning, Consulting & Recovery Services
SECTION B – PRODUCT/SERVICE SPECIFIC & RESPONSE REQUIREMENTS

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1. PURPOSE

HGACBuy, the Cooperative Purchasing Program of the **Houston-Galveston Area Council of Governments** (**H-GAC**) is issuing this Request For Proposal (RFP) for the provision of professional planning, consulting services and interim recovery services in the areas of Homeland Security, Emergency Response, Disaster Recovery and All Hazards Planning. Our intention is to establish a contract(s) with qualified and cost effective provider(s) who will furnish such services, under a three year blanket contract, which will be made available to **H-GAC** or any of our 6000 + local government and qualified non-profit cooperative purchasing members (**End Users**) throughout the United States.

It is **H-GAC's** goal to have Historically Underutilized Business Enterprise (HUB) participation in providing services under a contract. If **Offeror(s)** awarded a contract by way of this solicitation does not hold a HUB designation/certification, then **Offeror(s)** shall make and demonstrate a good faith effort to include HUB participation under a contract. Therefore, we will be looking for **Offeror(s)** that have comprehensive service capabilities and a broad geographic reach.

The term HUB as used in this solicitation is understood to encompass all programs/business enterprises such as Small Disadvantaged Business (SDB), Disadvantage Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE).

Our expectation is that **End Users** purchasing covered services through our Program will receive high quality services and work products more cost effectively and in a timelier manner than they would if they did their own procurement.

2. SCOPE OF REQUIRED SERVICES

This RFP is intended to encompass professional planning, advising, consulting and continuity of operation activities which may fit in the broadly defined scope as described below. These may include, but not be limited to, such functions as: studying, monitoring, reporting, documenting, managing, analyzing, assessing, designing, and other related work.

The broad service categories to be addressed are:

a. **Homeland Security, Disaster Preparedness and Emergency Response & Recovery,** including areas such as emergency operations, planning and response, contingency, risk assessment, vulnerability, hazards and operability, hazard mitigation, incident response, testing, training and exercise programs, asset management, logistics and support, regional response, decontamination, continuity of operations planning,

data management, documentation, debris clean-up and removal monitoring. Also included would be services related to FEMA programs and policies, especially recovery activities in the areas of Public Assistance (PA) and the Hazard Mitigation Grant Program (HMGP). This description is not meant to be limiting. Rather, we are interested in securing **Contractors** that can provide a broad range of services related to this general scope.

b. **Continuity of Operations and Recovery Services related to All Hazards,** including areas such as fire and water damage restoration, mold mitigation and remediation, industrial cleaning, electronics and equipment and document and vital records recovery/restoration. Also included would be services related to FEMA programs and policies, especially recovery activities in the areas of Public Assistance (PA) Program and the Community Development Block Grant (CDBG) Program. This description is not meant to be limiting. Rather, we are interested in securing **Contractors** that can provide a broad range of services related to this general scope.

3. CONTRACT PERIOD

The commencement date of a contract for **Offerors** whom have been awarded contracts resulting from this proposal will be July 1, 2016, and shall remain in effect for three (3) years with an end date of June 30, 2019. At that time, **H-GAC** shall have the option to renew the contract, under the same terms and conditions for up to two (2) one-year extensions when agreed upon by all parties concerned in writing. Active **End User** Service Agreements, in place at contract termination, shall continue in full force and effect through the term stipulated in the agreement. **H-GAC** Order Processing Charges will no longer continue to be due after contract expiration.

4. COMMITMENT

Offeror is required to make some basic commitments to insure the overall success of this program especially for our **End Users** at the local, state, and national levels. Commitments such as;

- **Corporate Commitment** – A commitment that **HGACBuy** has the support of senior management and that **HGACBuy** is the primary offering to state and local government agencies and a nationwide commitment whenever applicable.
- **Pricing Commitment** – A commitment that **HGACBuy** pricing shall be lower and better than what would ordinarily be offered to a single government agency, large school district or regional cooperative and a further commitment that, if a state or local agency is eligible for lower pricing through a state, regional or local contract, the **Offeror** will match the pricing.
- **Sales Commitment** – A commitment that the **Contractor** will aggressively market **HGACBuy** locally and/or nationwide, whenever applicable and that the sales force will be trained, engaged and committed to offering **HGACBuy** to state and local agencies. Also, a further commitment that all **HGACBuy** sales be accurately and timely reported to **H-GAC**.

Offeror understands and agrees that this RFP is being issued based on the potential needs of the Members of **HGACBuy**, and that **H-GAC** has made no representation that any services may ever be purchased. **Offeror** further understands and agrees that any cost borne by **Offeror** which arises from the **Offerors** performance hereunder shall be at the sole risk and responsibility of **Offeror**.

5. LAW, REGULATIONS AND STANDARDS

All services performed pursuant to this RFP and any subsequent contract must fulfill the current planning requirements, applicable laws, regulations and/or rules promulgated by the Emergency Management Accreditation Program (EMAP), the Federal Emergency Management Agency (FEMA), the National Incident Management System (NIMS) or any other Federal, State or Local agency having jurisdiction as regards to such services. **Offeror/Contractor** further agrees that any work performed under an **H-GAC** contract will be executed in compliance with the most current professional standards and specifications which may be applicable at the time in which services are being rendered.

6. PROVISION OF SERVICE

If federal funds are anticipated to be used for the compensation of services under this agreement, **End User** shall consult with relevant procurement guidelines prior to entering into any contract or **End User**/Service Agreement with **Contractor**.

NOTE: When using federal funding, competition is required among the pool of H-GAC Contractors. End Users must survey at least three (3) H-GAC Contractors prior to entering into a contract/Service Agreement with Contractor.

a) On request of **End User**, **Contractor** shall provide a written quote based on their **H-GAC** contract products and or services offerings and pricings. **End User** shall have the right to accept or reject the quote and/or to request changes to the quote for re-evaluation. **End User** may also request an oral presentation or presentation of other physical evidence of **Contractor's** capabilities.

b) **End User** and **Contractor** shall be free to negotiate terms and pricing other than as stipulated in the base **H-GAC** contract. In that regard, **Contractor** shall be allowed and encouraged to discount pricing for large or extended projects, and to offer retainer type or time based Service Agreements. In any event, the transaction shall still be considered as falling under the umbrella of the **H-GAC** contract.

c) **End User** will send a purchase order/purchase document to **Contractor** as mutually agreed upon between the parties and **Contractor** will provide the ordered products services.

d) **Contractor** will be assessed an Order Processing Charge of 1.5% on the total billed amount for all services provided through any **HGACBuy** contract.

e) **Contractor** will submit required quarterly reports to **H-GAC** no later than the 30th day of the month following the end of the reported quarter. The report will list all billed activity for the previous quarter showing **End User** name, date, products and or services delivered/provided to **End User**, purchase amount for each **End User**, **H-GAC** Order Processing Charge amount and grand total of report.

f) **Contractor** shall promptly remit the Order Processing Charge to **H-GAC**. Remittance of payment to **H-GAC** shall be made based on the periodic quarterly reporting as stated above.

g) In the interest of **End User** satisfaction and efficient use of resources, **H-GAC** desires to maintain contracts only with active **Contractors** providing satisfactory services to Members. In that regard contracts may be monitored, and subsequently terminated or allowed to expire without renewal if, in **H-GAC's** opinion, activity is insufficient to warrant continuation.

NOTE: It is the Offerors responsibility to take Order Processing Charge into consideration when preparing the proposal, by building the charge into the offered pricing accordingly.

7. END USER/SERVICE AGREEMENTS

Agreements between **End Users** and **Contractor** must be in accordance with **H-GAC** procedures. **Contractor** shall furnish a copy of any **End User**/Service Agreement and/or purchase order. Agreements/POs may not be modified, waived, discharged, terminated, amended, altered, or changed in any way except by written mutual agreement between **Contractor** and **End User**. Mutually agreed upon changes may be made to the agreement to address specific requirements, credit terms, and/or other unique circumstances relating to the needs of the **End User**. **Offeror** shall include a copy of such proposed agreement(s), if any, with any proposal to this RFP.

8. STRUCTURE OF PROPOSAL AND REQUIRED INFORMATION

Responsible **Offeror** shall provide straightforward, concise information that satisfies the requirements noted herein. Emphasis should be placed on conformity to **H-GAC's** instructions, requirements of this RFP, and completeness and clarity of content. The following core areas must be addressed specifically in any proposal to this proposal:

a) This RFP is intended as a basis for selection of experienced and qualified **Contractor(s)** to provide products and or services falling within the scope of this RFP. In that regard, **Offeror** shall be required to submit a proposal that provides all information requested and conforms to the requirements outlined herein.

NOTE: If any requirement herein conflicts with any requirement for proposal detailed in Section A, Section B shall supersede the Section A requirement.

b) **Offeror** shall provide a printed original plus one printed copy of the proposal, each contained in a separate hard sided three-ring binder. The binders shall be labeled "Original" and "Copy", and shall be organized in tabbed sections as described below. In each tabbed Section, **Offeror** shall provide all requested information as applicable to the products and or services being offered, formatted at **Offerors** discretion unless otherwise indicated. **Offeror** shall also provide an "Electronic Copy" of the complete proposal on a CDRom, DVD, or thumb drive, in native Word, Excel or PDF format, and submitted in the "Copy" of the proposal. All **H-GAC** Forms and **Offerors** pricing, provided in the "Electronic Copy", shall be submitted in Excel format only.

c) **Offeror** may submit a response encompassing both Scope A & Scope B (see Tab C for more details).

Tab A – Required H-GAC Forms and End User Agreement (if applicable)

1. Completed and signed **H-GAC Form A, Form B, Form C, Form H** and **Form CIQ** (if applicable).
2. In the event you require an **End User**/Service Agreement rather than a purchase order to secure your products and or services, furnish a sample of any such agreement you propose to execute with an **End User** purchasing your products and or services pursuant to an **H-GAC** contract.

NOTE: Tab A and all its contents shall be included in the first tabbed section of your response (reference Section A - Subset 27(m), page 12 of 19).

Tab B – Business Viability and Capability

1. Company's Official registered name including brief company history, ownership, organization and year established.
2. Geographic coverage, including:
    a. Corporate office location
    b. Total number of employees within the company
    c. Map and or listing of sales and or service office locations
    d. **H-GAC Form I** (Vendor Questionnaire)
3. Include a list of subcontractors that **Offeror** would obtain to provide products and or services related to this procurement. Include subcontractors:
    a. Name
    b. Address
    c. Phone number
    d. HUB designation/certification (DBE, MBE, etc.) if applicable
    e. Type of work subcontractor has been certified to perform as a HUB. Firm must be certified in a North American Industry Classification System (NAISC) code applicable to the kind of work the firm would perform on the contract.
4. **Offeror** shall include a HUB summary document explaining how **Offeror** plans to foster small business participation in order to assist **HGACBuy** Members meet any mandated HUB goals. If **Offeror** holds a HUB designation/certification, summary document does not need to be provided.
5. Gross revenue for each of the last three completed fiscal years (2013, 2014 & 2015).
6. The name of five (5) large and five (5) small government clients.
7. The name of five (5) government references including:
    a. Agency name and address
    b. Contact name
    c. Title
    d. Telephone number
    e. Email address
    f. Years products and or services were provided
    g. Type of products and or services provided

NOTE: Tab B and all its contents shall be included in the first tabbed section of your response (reference Section A - Subset 27(m), page 12 of 19).

Tab C –Services and Rates

1. Describe in detail all products, services and/or solutions being offered. It is the understanding of **H-GAC** that equipment provided during the effort of any recovery project may be new or used and shall not be purchased under the terms of this procurement.

   If Offeror submits a response encompassing both Scopes A & B, only one response binder needs to be provided. However, each scope/offering should clearly be tabbed (SCOPE A and SCOPE B) for easy identification under Tab C.
2. Provide complete pricing for all products, services and/or solutions being offered. **Pricing must be included in the "Original", "Copy" and "Electronic Copy." All pricing provided in the "Electronic Copy" shall be submitted in Excel format only.** Pricing may be submitted as Catalog Pricing and/or Price List. Multiple percentage discount structure is acceptable. **Offeror** must specify where different percentage discounts apply.

   Pricing might include: A schedule of job titles/classifications and proposed rates for each; charges for in-house materials and services e.g.; supplies, faxes, copies, photo scans, etc.; company policy for charging of reimbursable third party expenses; flat rates for specific activities; etc. The objective is to cover all possible cost. If awarded a contract, the charges for all products, services, and/or solutions provided to **End Users**, must be able to be verified by **H-GAC** procurement staff against your proposal.

   Offeror is encouraged to include any Value Added Products and/or Services that **Offeror** currently performs in their normal course of business that is not included in the scope of the specification. Value Added Products and/or Services descriptions may include: training, manuals, software solutions, etc. Pricing must also accompany descriptions.

NOTE: By submission of a Response to this RFP, Offeror certifies that offered pricing is as good as or better than pricing offered to local government customers through any other program under normal circumstances. If such is not the case, Offeror shall explain how offered pricing differs from "best" pricing, and by how much.

NOTE: Tab C and all its contents shall be included in the second tabbed section of your response (reference Section A - Subset 27(m), page 12 of 19).

Tab D – Marketing Plan

Offeror shall provide a written, point-by-point narrative, explaining in detail what efforts your company will make to pro-actively market and promote an **H-GAC** contract to local government and non-profit **End Users** nationwide (i.e., the development of a co-brand marketing campaign), if awarded. Specifics might include such things as sales calls, types of marketing materials, mail-outs, etc.

NOTE: Tab D and all its contents shall be inserted in the third tabbed section of your response (reference Section A - Subset 27(m), page 12 of 19).

9. EVALUATION OF PROPOSALS

H-GAC staff will carefully review all proposals submitted to determine the extent to which they comply with requirements herein, and to which **Offeror(s)** best meet the needs of **HGACBuy End Users**. **H-GAC** may choose to use competitive negotiations to develop the final contract(s) with qualified **Offeror(s)**.

Proposals will be evaluated in two stages. The **first stage** will be a general evaluation of the completeness of all required **H-GAC** Forms, other required documentation and overall structure of proposal **(Pass/Fail).** Proposals deemed to be responsive will then be passed to the second stage.

The **second stage** will be scored using the criteria below, with a maximum score of 100 points. The approach and criteria are those that are applicable to a competitive negotiated procurement whereby proposals are evaluated to

determine which proposals are within a Competitive Range. Criteria descriptions are not meant to be exhaustive and **H-GAC** may use any obtainable relevant information in the evaluation process.

Offeror(s) with a score of at least 75 points may be eligible for contract award recommendation, at **H-GAC's** sole discretion. Discussions and negotiations may then be carried out with **Offeror(s)** within the Competitive Range, after which Best and Final Offers (BAFOs) may be requested. However, **H-GAC** may select a proposal(s) for award without any discussions or negotiations or request for any BAFOs.

Any modification to the initial proposal made by **Offeror** in its BAFO shall be identified in its BAFO. BAFOs will be evaluated by **H-GAC** according to the same requirements and criteria as the initial proposal. **H-GAC** will make appropriate adjustments to the initial scores for any sub-criteria and criteria that have been affected by any proposal modifications made by the BAFOs.

H-GAC will choose the **Offeror**(s) that it finds to be most advantageous to **HGACBuy End Users**, based upon the evaluation criteria. The results of the evaluations and the selection of a proposal(s) for any award will be documented.

If an award recommendation is made and approved by **H-GAC's Board of Directors**, the **Offeror(s)** may be invited to execute a contract, again at **H-GAC's** sole discretion.

Evaluation Criteria Table

Criteria Description	Possible Point Award
A. H-GAC FORMS, other required documentation and overall completeness of Proposal:	**Pass/Fail**
B. Business Viability and Capability:	**45**
C. Services and Rates:	**45**
D. Marketing Plan	**10**
Total:	**100**

---------- End of Section B ----------

SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: HP07-16

Title: All Hazards Preparedness, Planning, Consulting & Recovery Services

This Section contains the following **H-GAC** *FORMS*.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form H:	Summary of Services
Form I:	Vendor Questionnaire
Form W-9:	Request for Taxpayer Identification Number and Certification

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM*.

ALL completed *FORMS* must also be submitted electronically on electronic media (DVD, CDRom, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwrite this Form. Information must be typed in.)

Invitation No.: HP07-16

Invitation Title: All Hazards Preparedness, Planning, Consulting & Recovery Services

Offeror Company: _____
(Legal name of business which will appear on contract, if awarded)

Offeror Status: ☐ **Manufacturer** ☐ **Dealer/Distributor** ☐ **Other**

Response Type(1): ☐ **Single Offeror Acting Alone Or As Lead** ☐ **Multiple Offerors Acting Jointly**

Contract Signatory(2): _____ **Title:** _____

Mailing Address(3): _____
Street/PO Box City State & Zip

Physical Address: _____
Street City State & Zip

Phone: _____ **Fax:** _____

Email Address: _____

Federal Tax ID No.: _____ **Web Page URL:** _____

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): _____ **Title:** _____

Mailing Address: _____
Street/PO Box City State & Zip

Physical Address: _____
Street City State & Zip

Toll Free Phone: _____ **Fax:** _____

Email Address: _____

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES **Procurement No.:** HP07-16

Title: All Hazards Preparedness, Planning, Consulting & Recovery Services

Offeror:

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as "percentage of total dollars spent directed to HUBs", "number of HUB contractors used", "HUB subcontractors employed by primary contractors", etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is comitted to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relavant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By (Name):	
Title:	Date:

HUB Status Of Offeror

☐ Offeror is a HUB, as detailed below. ☐ Offeror is not a HUB.

Designation(s): ☐ HUB ☐ DBE ☐ MBE ☐ WBE ☐ Other

Certifying/Listing Authority(s):

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

☐ Subcontractor List attached. ☐ No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST	Procurement No.: HP07-16

Title: All Hazards Preparedness, Planning, Consulting & Recovery Services

Offeror:

This *FORM* is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. **Responses that do not comply with all requirements may be considered non-responsive.** Offeror's signatory must review each item below, and certify by initialing in the space to the right.

	This Response Includes:	Init.
1	An "**Original**" hard copy of the **COMPLETE** submission, including all required **H-GAC FORMS** plus one "**Copy**", each in a separate **hard-sided** 3-ring binder.	
2	A copy of the **COMPLETE** submission, including all required **H-GAC FORMS** in **electronic format** (CD, DVD, flash drive). **All Forms must be submitted in the original Excel / PDF format.**	
3	**Offerors pricing** included in the **"Original, Copy and Electronic Copy."** Pricing provided in **Electronic Copy must be submitted in Excel Format.**	
4	An original signed **Form A** from all entities who are party to this submission and who should be offered a contract if this submission is successful. Completed **unsigned copy** of **Form A** must also be included in **Electronic Copy**.	
5	HUB summary document explaining how **Offeror** will assist **HGACBuy Members** meet any mandated HUB goals (if **Offeror** is not a HUB). If Offeror is a HUB, indicate "N/A" in the box to the right.	
6	Copy of **End User**/Service Agreement (if applicable) you propose to execute with an **End User** pursuant to and **H-GAC** contract.	
7	The required list of **References**.	
9	A complete description of Offerors **"Service Organization"**, detailing geographic locations, business hours, personnel and service availability.	
10	A complete **W-9** - Request for Taxpayer Identification Number and Certification Form.	
11	**Form CIQ**, if required by law, completed and signed. (The Form, and instructions for its use, can be found at: **https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm** . If Form **CIQ** does not apply, put "N/A" in the box to the right.	
12	If the **Non-Resident Reciprocal Bid Act** applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A" in the box to the right.	

FORM H - Summary of Services	Procurement No. HP07-16
TITLE:	
OFFEROR:	

All Hazards Preparedness, Planning, Consulting & Recovery Services

A completed copy of this form **must be provided with Submission**. On the table below, **Offeror** shall list the types of products/services/solutions being offered. Offeror shall also provide a short summary detailing the types of products/services/solutions being offered. Offeror may **NOTE: This language will be posted on our website for your products/services/solutions offerings if awarded a contract.**

Types of Services/Solutions/Products Offered	Detail Summary (Quick summary of your offerings for this proposal)

Tab B – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- States Covered
  - Respondent must indicate any and all states where products and services can be offered.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama
☐ Alaska
☐ Arizona
☐ Arkansas
☐ California
☐ Colorado
☐ Connecticut
☐ Delaware
☐ District of Columbia
☐ Florida
☐ Georgia
☐ Hampshire
☐ Hawaii
☐ Idaho
☐ Illinois
☐ Indiana
☐ Iowa
☐ Jersey
☐ Kansas
☐ Kentucky
☐ Louisiana
☐ Maine
☐ Maryland
☐ Massachusetts
☐ Michigan
☐ Minnesota
☐ Mississippi
☐ Missouri
☐ Montana
☐ Nebraska
☐ Nevada
☐ New Hampshire
☐ New Jersey
☐ New Mexico
☐ New York
☐ North Carolina
☐ North Dakota
☐ Ohio
☐ Oklahoma
☐ Oregon
☐ Pennsylvania
☐ Rhode Island
☐ South Carolina
☐ South Dakota
☐ Tennessee
☐ Texas
☐ Utah
☐ Vermont
☐ Virginia
☐ Washington
☐ West Virginia
☐ Wisconsin
☐ Wyoming

This is a sample of the contract that will be sent to you for execution IF you are recommended for a contract award. Do NOT complete and return with your Response.

A CONTRACT BETWEEN **HOUSTON-GALVESTON AREA COUNCIL,** Houston, Texas AND _____

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 100, Houston, Texas 77027, AND, _____ hereinafter referred to as the **CONTRACTOR,** having its principal place of business at _____.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a _____ Contract to become effective as of _____, and to continue through _____ (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of _____ offered by the **CONTRACTOR.** The **CONTRACTOR** agrees to sell _____ through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:_____, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:_____, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with END **USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on

any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR .**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC. H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract , routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless,

within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC** , its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of **any** suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council,** Houston, Texas:_____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council,** Houston, Texas:_____
Deidre Vick, Director of Public Services
Date:_____, 20___

Signed for_____ _____

Printed Name & Title:_____ Date:_____ 20___

Attest for_____ _____

Printed Name & Title:_____ Date:_____, 20___

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Addendum To Invitation To Submit Competitive Proposals - HP07-16

From : Aundre Petty <Aundre.Petty@h-gac.com> Wed, Feb 24, 2016 02:29 PM
Subject : Addendum To Invitation To Submit Competitive Proposals - HP07-16 2 attachments
To : Aundre Petty <Aundre.Petty@h-gac.com>
Cc : Brian Denzel <Brian.Denzel@h-gac.com>, Loleta Chappel <Loleta.Chappel@h-gac.com>, Public Services Contracts Section <PublicServicesContractsSection@h-gac.com>, Santosh Puttappa <Santosh.Puttappa@h-gac.com>

To: All Prospective Offerors of Record
Re: Addendum To Invitation To Submit Competitive Proposals

Invitation No.: **HP07-16**
Addendum No.: 1
Product/Service: **All Hazards Preparedness, Planning, Consulting & Recovery Services**
Responses Due: **March 10, 2016 @ 1:00 p.m. CT; H-GAC Clock**

NOTE: **This Addendum modifies the Invitation and in accordance with the requirements therein, it is understood that by submitting a Response hereto, Offeror acknowledges receipt of this Addendum. Offerors bear sole responsibility for making themselves aware of, requesting, and ensuring receipt of any Invitation or Addendum issued by H-GAC. H-GAC is not liable or responsible in any way for any Offerors knowledge and/or receipt of the Invitation, or any Addendum which might be issued hereto.**

NOTE: **A copy of this Addendum should be placed in the Response in accordance with the requirements stated in the Invitation.**

Addendum: This Addendum is being issued to amend H-GAC's Invitation To Submit Competitive Proposals – HP07-16 – All Hazards Preparedness, Planning, Consulting & Recovery Services as follows:

Procurement Schedule & Details (cover page of complete Invitation):

- The Contract Start Date has been changed from July 1, 2016 to June 1, 2016.
- The End Date has been changed from June 30, 2019 to May 31, 2019.
- The Terms of the contract will remain 3 years.
- Please find attached the new Procurement Schedule & Details which replaces the original

Procurement Schedule & Details.

Contract Period (Section B, Subset 3 (page 2 of 6)):

- New language for Subset 3 - Contract Period, reads as follow:
  - The commencement date of a contract for **Offerors** whom have been awarded contracts resulting from this proposal will be June 1, 2016, and shall remain in effect for three (3) years with an end date of May 31, 2019. At that time, **H-GAC** shall have the option to renew the contract, under the same terms and conditions for up to two (2) one-year extensions when agreed upon by all parties concerned in writing. Active **End User** Service Agreements, in place at contract termination, shall continue in full force and effect through the term stipulated in the agreement. **H-GAC** Order Processing Charges will no longer continue to be due after contract expiration.
- Please find attached the new Section B, Subset 3 – Contract Period (page 2 of 6) which replaces the original Section B, Subset 3 – Contract Period.

This is the end of Addendum No. 1 for HP07-16, All Hazards Preparedness, Planning, Consulting & Recovery Services. This will be the final addendum for Invitation To Submit Competitive Proposals – HP07-16.

Aundre Petty, CTPM
Specifications Specialist
Cooperative Purchasing
Houston Galveston Area Council
3555 Timmons Lanes, Suite 120
Houston, Tx 77027
Direct: 713-993-2453
Fax: 713-993-4548
Toll Free: 800-926-0234
aundre.petty@h-gac.com
www.HGACBuy.org
Helping Governments Across the Country Buy

HP07-16 Addendum No. 1-Invitation to Submit Competitive Proposals.pdf
30 KB

HP07-16 Addendum No. 1-Section B-Subset 3.pdf
26 KB

COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:	☐ **BIDS** ☒ **PROPOSALS**
INVITATION NO.: **HP07-16**	ISSUE DATE: **February 12, 2016**
CATEGORY: **All Hazards Preparedness, Planning, Consulting & Recovery Services**	

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (**HGACBuy**) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 6,000 member local governments, districts, agencies in 50 states across the nation.

Responses must be submitted in an original, one (1) copy and one (1) electronic copy and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	December 8, 2015
PRE-BID/PROPOSAL CONFERENCE:	January 20, 2016 @ 9:00 a.m. CT; Conference Room B
FINAL SPECIFICATION / INVITATION:	February 12, 2016
BID/PROPOSAL RESPONSES DUE:	March 10, 2016 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	March 10, 2016 @ 2:00 p.m. CT; H-GAC Conference Room B
RECOMMENDATIONS TO BOARD:	May 17, 2016
CONTRACT START DATE & TERM:	June 1, 2016 through May 31, 2019 (3 years)
The documents comprising this Invitation are available via web download at: **https://www.hgacbuy.org/bids/**	
For assistance regarding this Invitation, please contact: Name: **Aundre Petty** Phone: **713-993-2453** E-mail: **Aundre.Petty@h-gac.com**	

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions
SECTION B - Product/Service Specific Requirements & Specifications (Final)
SECTION C - **HGACBuy** *FORMS* (Final)
SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

data management, documentation, debris clean-up and removal monitoring. Also included would be services related to FEMA programs and policies, especially recovery activities in the areas of Public Assistance (PA) and the Hazard Mitigation Grant Program (HMGP). This description is not meant to be limiting. Rather, we are interested in securing **Contractors** that can provide a broad range of services related to this general scope.

b. **Continuity of Operations and Recovery Services related to All Hazards,** including areas such as fire and water damage restoration, mold mitigation and remediation, industrial cleaning, electronics and equipment and document and vital records recovery/restoration. Also included would be services related to FEMA programs and policies, especially recovery activities in the areas of Public Assistance (PA) Program and the Community Development Block Grant (CDBG) Program. This description is not meant to be limiting. Rather, we are interested in securing **Contractors** that can provide a broad range of services related to this general scope.

3. CONTRACT PERIOD

The commencement date of a contract for **Offerors** whom have been awarded contracts resulting from this proposal will be June 1, 2016, and shall remain in effect for three (3) years with an end date of May 31, 2019. At that time, **H-GAC** shall have the option to renew the contract, under the same terms and conditions for up to two (2) one-year extensions when agreed upon by all parties concerned in writing. Active **End User** Service Agreements, in place at contract termination, shall continue in full force and effect through the term stipulated in the agreement. **H-GAC** Order Processing Charges will no longer continue to be due after contract expiration.

4. COMMITMENT

Offeror is required to make some basic commitments to insure the overall success of this program especially for our **End Users** at the local, state, and national levels. Commitments such as;

- **Corporate Commitment** – A commitment that **HGACBuy** has the support of senior management and that **HGACBuy** is the primary offering to state and local government agencies and a nationwide commitment whenever applicable.
- **Pricing Commitment** – A commitment that **HGACBuy** pricing shall be lower and better than what would ordinarily be offered to a single government agency, large school district or regional cooperative and a further commitment that, if a state or local agency is eligible for lower pricing through a state, regional or local contract, the **Offeror** will match the pricing.
- **Sales Commitment** – A commitment that the **Contractor** will aggressively market **HGACBuy** locally and/or nationwide, whenever applicable and that the sales force will be trained, engaged and committed to offering **HGACBuy** to state and local agencies. Also, a further commitment that all **HGACBuy** sales be accurately and timely reported to **H-GAC**.

Offeror understands and agrees that this RFP is being issued based on the potential needs of the Members of **HGACBuy**, and that **H-GAC** has made no representation that any services may ever be purchased. **Offeror** further understands and agrees that any cost borne by **Offeror** which arises from the **Offerors** performance hereunder shall be at the sole risk and responsibility of **Offeror**.

5. LAW, REGULATIONS AND STANDARDS

All services performed pursuant to this RFP and any subsequent contract must fulfill the current planning requirements, applicable laws, regulations and/or rules promulgated by the Emergency Management Accreditation Program (EMAP), the Federal Emergency Management Agency (FEMA), the National Incident Management System (NIMS) or any other Federal, State or Local agency having jurisdiction as regards to such services. **Offeror/Contractor** further agrees that any work performed under an **H-GAC** contract will be executed in compliance with the most current professional standards and specifications which may be applicable at the time in which services are being rendered.

REQUEST FOR PROPOSALS FOR
DEBRIS MONITORING & RECOVERY SERVICES

RFP No. 16-247-09-22-YSS

Hidalgo County is requesting a proposal from your firm as qualified through HGAC to provide services for "Debris Monitoring & Recovery Services". Proposals must be submitted to yvette.salinas@co.hidalgo.tx.us by 11:00 am (Central Time) on Thursday, September 22, 2016.

Please see below information pertaining to such.

PROPOSAL SUBMISSIONS FORMAT

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals/quotes submitted.

The purpose of the Proposal/Quote is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order.

Transmittal Letter:

A transmittal letter must be submitted with the proposal which shall include:

1) The RFP/Q subject and number.

2) Name of the firm responding, including mailing address, business address if different, e-mail address, telephone number, and name of contact person or persons.

3) The name of the person or persons authorized to make representations on behalf of the consultant, binding the firm to a contract.

Qualifications of the Contractor

1) Provide a description and history of the firm along with providing information related to previous governmental experience.

2) Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.

Contractors Experience

1) Documented knowledge and experience of Federal, State and Local emergency agencies, emergency programs of each, funding sources and reimbursement sources.

2) Recent experience managing incident disaster debris collection operations including, but not limited to: damage assessment, Right-of-Way debris removal programs, leaner/hanger/stump removal programs, processing site monitoring, and FEMA and FHWA reimbursements

3) List up to five (5) SIMILAR PROJECTS for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST 5 YEARS, which most closely match the scope of services in this RFP. Provide the reference contact name, address, e-mail address, telephone numbers and date of the project.

Qualifications of the Staff

1) Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operation managers, FEMA reimbursement specialist, etc.) Those listed must be full time employees and have experience in the following:

2) Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing debris monitoring for at least three government entities involving a similar project area, or larger, as Hidalgo County.

3) Documented knowledge and experience of Federal, State, and Local emergency agencies, state and federal programs, funding sources and reimbursement processes. Proposer must demonstrate staff has the experience with project worksheet preparation, contractor procurements, hauler invoice reconciliation, and appeals/reimbursement support.

Technical Approach

1) Provide a description of the proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and Hidalgo County Provide a copy of proposer's internal training program.

Cost Proposal

1) The Cost Proposal and Fee Schedule will be evaluated on the (fully loaded) hourly rates submitted on the Fee Proposal for any labor positions listed. Reasonable travel, per diem, and other direct project costs (e.g., load tickets, communications, equipment rental, etc.) must be approved by Hidalgo County prior to the Contractor incurring such costs, and such will be billed to Hidalgo County at cost without any addition of overhead, administrative costs, or price increases applied.

EXHIBIT "B"

CONTRACTOR PROPOSAL (INCLUDING CONTRACTOR QUALIFICATIONS, CONTRACTOR EXPEREINCE, STAFF QUALIFICATIONS, AND TECHNICAL APPROACH)

Hidalgo County, Texas

TETRA TECH





Debris Monitoring & Recovery Services
RFP No. 16-247-09-22-YSS

Proposal | Original | September 2016

complex world | CLEAR SOLUTIONS™

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TETRA TECH

Electronic Submittal

Subject: **Debris Monitoring & Recovery Services (RFP No. 16-247-09-22-YSS)**

Dear Members of the Evaluation Committee:

Tetra Tech, Inc. is honored to submit the enclosed information regarding providing debris monitoring and consulting services for the County of Hidalgo (County). With over $2.5 billion in annual revenue, more than 16,000 employees, and extensive debris monitoring experience in Texas, Tetra Tech has both the financial and staffing resources to successfully provide disaster management consulting services to the County. Tetra Tech is a recognized leader in disaster debris monitoring nationwide and is well suited to assist the County for the following reasons:

- **Extensive Past Experience with Hidalgo County.** For the past eight years, Tetra Tech has served as Hidalgo County's debris monitoring firm and has assisted the County following several storms, including Hurricane Dolly, Tropical Storm Alex, and the May 2015 severe storms and flooding. During the most recent project in May of 2015, Tetra Tech deployed a project team ready to begin truck certifications within 24 hours of notice to proceed. Through Tetra Tech's experience working with the County, we have established best management practices for the documentation of water relocation services needed by the County.
- **Nationally Recognized Leader in Disaster Recovery.** Our team has successfully assisted ***over 300 local and state government clients across the nation*** with planning for and recovering from natural and human-caused disasters and has extensive experience successfully managing multiple disaster response and recovery operations across the United States simultaneously. Our team has overseen and managed the recovery of ***over 69 million cubic yards (CYs) of debris***, resulting in excess of ***$3.5 billion in reimbursable costs*** to our clients. Our staff of industry experts will apply the necessary project controls to efficiently document and complete fieldwork and provide follow-up support, including appeal development and closeout audit support required months or even years after the completion of fieldwork. We have served as the ground-zero debris monitoring consultant for many clients affected by our nation's most catastrophic natural disasters, including the City of Galveston, Texas (Hurricane Ike); Bastrop County, Texas (Wildfires); the States of North Carolina and Virginia (Hurricane Irene); the State of New Jersey (Hurricane Sandy); and Boulder County, Colorado (Flooding).
- **Unmatched Texas Debris Management Experience.** Our team has assisted over 100 communities in Texas with response and recovery efforts following Hurricanes Ike, Dolly, and Rita; the 2011 Texas Drought and Wildfires; the May and October 2015 Floods; and the 2016 Severe Weather Events. Our team has monitored the collection, removal, and Federal Emergency Management Agency (FEMA) reimbursement of over ***16.8 million CYs of disaster-generated debris in Texas***. As a result, we have an in-depth understanding of the challenges the County's debris operations may face. Key members of our staff also train local governments around the state on debris management issues for organizations such as the North Central Texas Council of Governments, Houston-Galveston Area Council, Texoma Council of Governments, Capital Area Council of Governments, Texas Public Works Association, and the Texas Division of Emergency Management Conference. In addition, our team has assisted in developing disaster debris management plans and other emergency management plans for numerous Texas communities, including Collin County, City of Dallas, City of DeSoto, Fort Bend County, Brazoria County, the City of Grand Prairie, Parker County, and the City of Corpus Christi, among others.
- **Local Project Management Team.** Our team of nationally recognized experts in the field of response and recovery includes ***John Buri, who has been extensively involved in numerous emergency management***

Tetra Tech, Inc.
2901 Wilcrest Drive, Suite 400, Houston, TX 77042
Tel 321-441-8500 Fax 321-441-8501 tetratech.com

and recovery missions in Texas since 2007. Due to established working relationships throughout Texas with groups like Texas Division of Emergency Management (TDEM), FEMA Region VI, and Texas Commission on Environmental Quality (TCEQ), Mr. Buri will be able to provide the County with unique knowledge and practical understanding of planning, reimbursement, and monitoring that will greatly assist the County in future responses if disaster strikes again. With seven offices throughout Texas, our team is able to respond to the County within minutes, not hours. These multidisciplinary offices support both public and private sector clients throughout Texas on an array of projects in the disaster and non-disaster space. Due to our local presence, Tetra Tech is available to the County before, during, and after disaster strikes.

- **Automated Debris Management System (ADMS) Technology.** RecoveryTrac™ allows our staff to monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the City. RecoveryTrac™ will give the County real-time debris collection tracking that provides accurate and timely reporting to County stakeholders. RecoveryTrac™ was designed to provide real-time data on missed pickups, damage caused by debris haulers, waypoints for every pile of debris picked up, and street-level pass maps, which will meet the unique data needs of the County. ***In addition, RecoveryTrac™ was approved by the United States Army Corps of Engineers (USACE) and meets their specifications for ADMS technology.*** The specifications set forth by the USACE are designed to support the largest and most devastating disasters. Our team successfully implemented use of RecoveryTrac™ for Hays County, Texas (2015 Flood), City of Houston (2015 Flood & 2011 Drought), Boulder County, Colorado (2013 Flooding), and St. John the Baptist Parish, Louisiana (Hurricane Isaac) within the past five years.
- **FEMA and TDEM Relationships Through Past Work History.** Tetra Tech maintains a staff of reimbursement experts who have recovered millions of dollars of eligible FEMA PA reimbursement costs incurred by our clients. Key members of our team include **Mr. John Buri**, who has provided reimbursement and audit support to FEMA Region VI and TDEM since 2005, and **Mr. Dick Hainje**, former regional administrator of FEMA Region VII. These individuals frequently meet with state officials and FEMA Region IV on matters related to reimbursement policies.

Tetra Tech would be honored to serve as the County's debris monitoring and consulting services provider for this important project. We are fully prepared to provide the high quality service Hidalgo County expects. For questions regarding this response, please feel free to contact the representatives listed below. As an authorized representative of the firm, I am able to contractually bind the firm.

Technical representative:
Mr. John Buri
2901 Wilcrest Drive, Suite 400, Houston, TX 77042
(832) 251-5197 | (713) 737-5763
john.buri@tetratech.com

Contractual representative:
Ms. Betty Kamara
2301 Lucien Way, Suite 120, Maitland, FL 32751
(407) 803-2551 | (321) 441-8501 (f)
betty.kamara@tetratech.com

Sincerely,
Tetra Tech, Inc.



Jonathan Burgiel, Vice President
2301 Lucien Way, Suite 120, Maitland, FL 32751
(321) 441-8510 | (321) 441-8501 (f)
jonathan.burgiel@tetratech.com

Section 1: Qualifications of the Contractor

TETRA TECH

QUALIFICATIONS OF THE CONTRACTOR

DESCRIPTION AND HISTORY OF THE FIRM

Tetra Tech, Inc. (Tetra Tech) is a leading provider of consulting, engineering, and technical services worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; disaster recovery, and grant management. Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. With 16,000 employees worldwide, Tetra Tech's capabilities span the entire project life cycle.

Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. ***Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.***

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. ***Our team has obtained over $3.5 billion in reimbursement funds for our clients*** from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS). In total, our team has successfully managed the removal of and reimbursement for over ***69 million cubic yards (CYs) of debris*** as well as the ***demolition of over 5,000 uninhabitable residential and commercial structures.***



Within our proposal, we demonstrate the following:

- We are qualified to perform the scope of work outlined in the County's request for proposal, as evidenced by our staff's extensive qualifications for many of the nation's most catastrophic disasters and our team's previous experience with disaster recovery in Texas over the past 10 years.
- We have extensive experience providing the County with program management and monitoring services following debris-generating events such as Hurricane Dolly, Tropical Storm Alex, and the May 2015 severe storms and flooding.
- We are committed to providing the County with skilled resources within the time frames specified by the County, as evidenced by the depth of experience of our senior management team and project management team and their historical performance across Texas.
- We offer a proven and successful technical and management approach that has been refined in disaster activations across the United States, including 13 projects with over 1 million CYs of debris, as evidenced by our team's detailed scope of work and significant work history in the disaster response marketplace and within Texas.

- We offer detailed reporting, real-time debris collection tracking, and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which allows our staff to monitor and manage a recovery effort electronically in addition to increasing productivity while decreasing fraud, human error, and cost to the County. ***Our ADMS technology also has the capability to monitor and document specialized programs such as water relocation.***
- We have the financial resources and cash flow for a large and long-term recovery effort.

FINANCIAL STABILITY

Tetra Tech is a financially sound and successful firm with fiscal year 2015 annual revenues of more than $2.3 billion and approximately 16,000 employees. Tetra Tech has a Dun & Bradstreet rating of 5A2. To demonstrate the firm's solid financial performance, a short version of our most recent 10K Report has been included at the end of this section. However, a complete copy of our financial reports can be provided upon request.

Fed Tax ID: 95-4148514
DUNS: 178599221

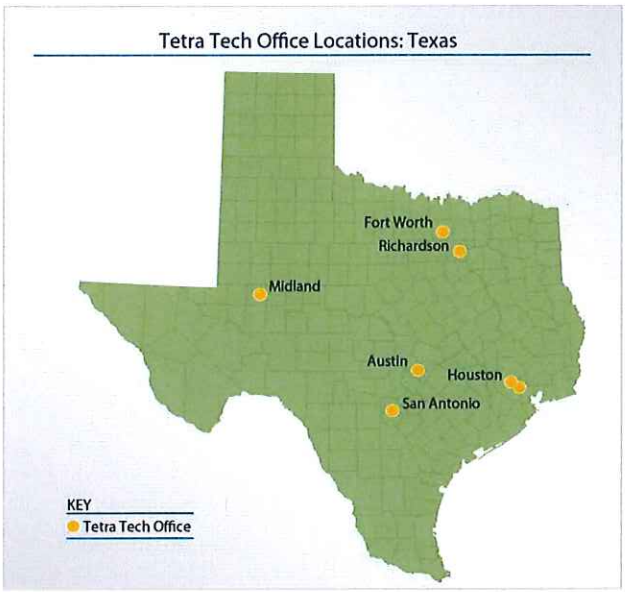
LOCAL PRESENCE FACILITATES A RAPID MOBILIZATION

In the aftermath of a disaster, time is critical. Each crucial minute that slips by could result in higher costs and longer down times. Minimizing the impact of a disaster calls for an emergency management partner with the resources to mobilize a swift, efficient response in hours, not days.

Tetra Tech's national network of resources includes ***seven offices throughout Texas.*** Our project team can utilize these office locations as necessary to immediately respond to the County's need for personnel and resources following a disaster. These local offices may be used for office space, on-site IT personnel, communication resources, or staging of mobile trailers and equipment if necessary.

Our team has successfully deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.

Exhibit 1-1: Texas Office Locations



KNOWLEDGE AND EXPERTISE IN DEBRIS MANAGEMENT

Recent Debris Monitoring Experience

Our team has vast experience providing disaster management, recovery, and consulting services to state and local government agencies. Our approach includes partnering with our clients to establish and test the necessary plans and procedures before a disaster strikes and assisting with disaster response and recovery operations as well as post-disaster grant management. One of the keys to maintaining readiness in the field of disaster response and recovery is remaining active year-round. **Our team has responded to 16 major disaster declarations since 2011, totaling over 85 clients throughout the country.** Exhibit 1-2 provides an abbreviated experience matrix for projects conducted since 2011. *Tetra Tech can provide additional information upon request. Profiles and references*

from specific projects are featured later in this section. Tetra Tech can provide additional projects and information upon request.

Exhibit 1-2: Experience Matrix (2011–2016)

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	ADMS
SEVERE STORMS AND FLOODING – 2016															
Total Cubic Yards of Debris – 1,481 | Total Clients – 2															
Ascension Parish, LA	2016	Ongoing	■	■	■							■	■	■	■
Iberville Parish, LA	2016	Ongoing	■	■	■							■	■	■	■
WILDFIRES – 2016															
Total Cubic Yards of Debris – 2,875 | Total Clients – 2															
Kern County, CA	2016	Ongoing	■	■	■	■	■	■		■		■	■	■	■
Monterey County, CA	2016	T&M[1]	■					■				■	■	■	■
SEVERE STORMS AND FLOODING – 2016															
Total Cubic Yards of Debris – 313,800 | Total Clients – 6															
Brazoria County, TX	2016	19,000	■	■	■							■	■	■	■
City of Houston, TX	2016	193,951	■	■	■							■	■	■	■
Harris County, TX	2016	39,940	■	■	■							■	■	■	■
Montgomery County, TX	2016	53,208	■	■	■							■	■	■	■
Waller County, TX	2016	1,294	■	■	■							■	■	■	■
General Land Office, TX	2016	6,395	■	■	■							■	■	■	■
WILDFIRES – 2015*															
Total Cubic Yards of Debris – 38,000 | Total Clients – 2															
Lake County, CA	2015	38,000	■	■	■		■	■		■		■	■	■	■
Calaveras County, CA	2015	Ongoing	■	■	■		■	■		■		■	■	■	■
SEVERE STORMS – 2015*															
Total Cubic Yards of Debris – 8,800 | Total Clients – 3															
Friendswood, TX	2015	8,800	■	■	■							■	■	■	■
Hays County, Texas	2015	Ongoing	■	■	■		■	■				■	■	■	■

[1] Time and materials contract documentation

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	ADMS
Caldwell County, Texas	2015	Ongoing	■	■	■		■	■				■	■	■	■
FLOODING – 2015*															
Total Cubic Yards of Debris – 293,750 | Total Clients – 10 | Representative Projects															
City of Houston, TX	2015	240,725	■	■	■							■	■	■	■
Hidalgo County, TX	2015	T&M	■	■	■							■	■	■	■
Hays County, TX	2015	10,900	■	■	■		■	■				■	■	■	■
Town of Wimberley, TX	2015	18,922	■	■	■		■	■				■	■	■	■
Caldwell County, TX	2015	1,320	■	■	■		■	■				■	■	■	■
City of San Marcos, TX	2015	5,590	■	■	■		■	■				■	■	■	■
FLOODING – 2014															
Total Cubic Yards of Debris – 10,000 | Total Clients – 1															
Escambia County, FL	2014	10,000	■	■	■							■	■	■	■
TORNADO – 2014															
Total Cubic Yards of Debris – 179,851 | Total Clients – 2															
Limestone County, AL	2014	104,256	■	■	■		■	■				■	■	■	■
Blount County, AL	2014	75,595	■	■	■		■	■				■	■	■	■
ICE STORM – 2014															
Total Cubic Yards of Debris – 1,041,047 | Total Clients – 7															
Augusta-Richmond County,	2014	645,970	■	■	■		■	■				■	■	■	■
Sumter County, SC	2014	104,722	■	■	■		■	■				■	■	■	■
Dorchester County, SC	2014	91,850	■	■	■		■	■				■	■	■	■
Barnwell County, SC	2014	85,703	■	■	■		■	■				■	■	■	■
Colleton County, SC	2014	61,883	■	■	■		■	■				■	■	■	■
City of Sumter, SC	2014	35,424	■	■	■		■	■				■	■	■	■
Hampton County, SC	2014	15,495	■	■	■			■				■	■	■	■
FLOODING – 2013															
Total Cubic Yards of Debris – 140,000* | Total Clients – 1															
Boulder County, CO	2013	140,000*	■	■	■		■	■		■		■	■	■	■

* On-going debris collection operations

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	ADMS
ICE STORM – 2013															
Total Cubic Yards of Debris – 100,664 | Total Clients - 1															
City of Rapid City, SD	2013	100,664	■	■	■		■	■				■	■	■	■
ICE STORM – 2013															
Total Tons of Debris – 79,925 | Total Clients – 1															
City of Sioux Falls, SD	2013	79,925*	■	■	■		■	■				■	■	■	■
HURRICANE SANDY – 2012															
Total Cubic Yards of Debris – 272,931 | Total Clients – 13 | Representative Projects															
New Jersey Department of Environmental Protection	2012	193,706	■	■	■	■			■		■	■	■	■	■
Borough of Sayreville, NJ	2012	27,800	■	■	■	■		■				■	■	■	■
Town of Fairfield, CT	2012	13,300	■	■	■	■	■					■	■	■	
HURRICANE ISAAC – 2012															
Total Cubic Yards of Debris – 721,672 | Total Clients – 5 | Representative Projects															
Jefferson Parish, LA	2012	270,136	■	■	■		■	■				■	■	■	
St. John the Baptist Parish,	2012	225,000	■	■	■	■	■	■				■	■	■	■
City of New Orleans, LA	2012	177,443	■	■	■		■	■				■	■	■	
TROPICAL STORM DEBBY – 2012															
Total Cubic Yards of Debris – 7,253 | Total Clients – 3 | Representative Projects															
Clay County, FL	2012	3,777		■	■							■	■		
Pasco County, FL	2012	2,583		■	■							■	■		
HURRICANE IRENE – 2011															
Total Cubic Yards of Debris – 573,200 | Total Clients – 22 | Representative Projects															
Dare County, NC	2011	145,700		■	■							■	■	■	
VA Dept. of Transportation	2011	132,600		■	■		■					■	■	■	
Lenoir County, NC	2011	127,000		■	■							■	■	■	
City of Virginia Beach, VA	2011	55,600		■	■		■					■	■	■	
Henrico County, VA	2011	26,950		■	■		■					■	■	■	
TEXAS DROUGHT & WILDFIRES – 2011															
Total Cubic Yards of Debris – 990,868 | Total Clients – 2															
Bastrop County, TX	2011	773,068		■	■		■			■		■	■	■	

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	ADMS
City of Houston, TX	2011	271,800		■	■		■					■	■	■	■
NOR'EASTER (WINTER STORMS) – 2011															
Total Cubic Yards of Debris – 1,787,201 | Total Clients – 19 | Representative Projects															
CT Dept. of Transportation	2011	436,410		■	■		■					■	■	■	
Town of West Hartford, CT	2011	321,682		■	■		■					■	■	■	
Town of South Windsor, CT	2011	234,764		■	■		■					■	■	■	
Town of Enfield, CT	2011	189,090		■	■							■	■	■	
Town of Manchester, CT	2011	153,575		■	■		■					■	■	■	
TORNADOES – 2011															
Total Cubic Yards of Debris – 61,458 | Total Clients – 4 | Representative Projects															
USACE/Elmore County, AL	2011	33,220		■	■		■								
USACE/Tuscaloosa County, AL	2011	18,878		■	■		■								

** Cubic yardage volume converted from tons using FEMA conversion ratio*

Large-Scale Debris Monitoring Experience

Our team understands the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations for local governments. We have monitored and obtained FEMA, FHWA, and NRCS reimbursement on ***13 debris removal projects in excess of 1 million CYs of debris.***

Tetra Tech takes great pride in the reliability of our service. Clients count on us to respond in their time of need, and we deliver. Our team has never failed to respond to our clients' deployment and mobilization needs, regardless of location or type of disaster. *Exhibit 1-3 summarizes our team's experience serving as the prime contractor on large-scale debris monitoring projects for over 500,000 CYs of debris in the past 10 years.* Our services under these engagements included environmental permitting, DMS monitoring, contractor invoice reconciliation, and federal grant reimbursement support.

Exhibit 1-3: Summary of Our Large-Scale Debris Monitoring Activations

Client	Disaster	Year	Cubic Yards Monitored
Escambia County, Florida	Hurricane Ivan	2004	5,385,084
City of Pensacola, Florida	Hurricane Ivan	2005	1,381,670
Santa Rosa County, Florida	Hurricane Dennis	2005	1,708,085
Escambia County, Florida	Hurricane Dennis	2005	1,589,182
Jefferson County, Texas	Hurricane Rita	2005	1,448,027
City of Gulfport, Mississippi	Hurricane Katrina	2005	2,891,220
Harrison County, Mississippi	Hurricane Katrina	2005	2,494,971
City of Waveland, Mississippi	Hurricane Katrina	2005	512,820
Miami-Dade County, Florida	Hurricane Wilma	2005	2,571,871
City of Pembroke Pines, Florida	Hurricane Wilma	2005	919,200
City of Plantation, Florida	Hurricane Wilma	2005	796,369
City of Fort Lauderdale, Florida	Hurricane Wilma	2005	614,711
City of Boca Raton, Florida	Hurricane Wilma	2005	585,351
City of Hollywood, Florida	Hurricane Wilma	2005	585,331
City of Miramar, Florida	Hurricane Wilma	2005	513,127
Town of Amherst, New York	Buffalo Snow Storm	2006	778,421
City of Springfield, Missouri	Midwest Snowstorms	2007	1,442,727
Greene County, Missouri	Midwest Snowstorms	2007	572,319
City of Norman, Oklahoma	Midwest Ice Storm	2007	536,581
Hidalgo County, Texas	Hurricane Dolly	2008	628,307
City of Houston, Texas	Hurricane Ike	2008	5,469,167
Harris County, Texas	Hurricane Ike	2008	2,395,475
City of Bolivar, Texas	Hurricane Ike	2008	2,699,683
City of Galveston, Texas	Hurricane Ike	2008	1,810,857
Galveston County, Texas	Hurricane Ike	2008	859,496
City of Baytown, Texas	Hurricane Ike	2008	817,603
City of Beaumont, Texas	Hurricane Ike	2008	747,901
Montgomery County, Texas	Hurricane Ike	2008	697,441
Chambers County, Texas	Hurricane Ike	2008	630,234
Orange County, Texas	Hurricane Ike	2008	616,527
Bastrop County, Texas	Texas Drought and Wildfires	2011	773,068
Augusta-Richmond County, Georgia	Winter Storm Pax	2014	645,970

Section 1: Qualifications of the Contractor

Form 10-K, FY 2015

TETRA TECH

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the Fiscal Year Ended September 27, 2015
or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the Transition Period from _____ to _____

Commission File Number 0-19655

TETRA TECH, INC.

(Exact name of registrant as specified in its charter)

Delaware	**95-4148514**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

3475 East Foothill Boulevard, Pasadena, California 91107
(Address of principal executive offices) (Zip Code)

(626) 351-4664
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Common Stock, $.01 par value	**The NASDAQ Stock Market LLC**
(Title of class)	(Name of exchange)

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer (Do not check if a smaller reporting company) ☐ Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the registrant's common stock held by non-affiliates on March 27, 2015, was $1.4 billion (based upon the closing price of a share of registrant's common stock as reported by the Nasdaq National Market on that date).

On November 9, 2015, 59,027,058 shares of the registrant's common stock were outstanding.

DOCUMENT INCORPORATED BY REFERENCE

Portions of registrant's Proxy Statement for its 2016 Annual Meeting of Stockholders are incorporated by reference in Part III of this report where indicated.

Item 8. Financial Statements and Supplementary Data

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders of Tetra Tech, Inc.:

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, comprehensive income (loss), equity and cash flows present fairly, in all material respects, the financial position of Tetra Tech, Inc. and its subsidiaries at September 27, 2015 and September 28, 2014, and the results of their operations and their cash flows for each of the three years in the period ended September 27, 2015, in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule listed in the accompanying index presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of September 27, 2015 based on criteria established in *Internal Control – Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedule, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting, appearing under Item 9A of this Form 10-K. Our responsibility is to express opinions on these financial statements, on the financial statement schedule and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PRICEWATERHOUSECOOPERS LLP

Los Angeles, California
November 20, 2015

TETRA TECH, INC.
Consolidated Balance Sheets
(in thousands, except par value)

ASSETS	September 27, 2015	September 28, 2014
Current assets:		
Cash and cash equivalents	$ 135,326	$ 122,379
Accounts receivable – net	636,030	701,892
Prepaid expenses and other current assets	42,125	52,256
Income taxes receivable	10,294	22,076
Total current assets	823,775	898,603
Property and equipment – net	64,906	73,864
Investments in and advances to unconsolidated joint ventures	1,886	2,140
Goodwill	601,379	714,190
Intangible assets – net	40,332	63,095
Other long-term assets	26,964	24,512
Total assets	$ 1,559,242	$ 1,776,404
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 150,284	$ 175,952
Accrued compensation	103,866	110,186
Billings in excess of costs on uncompleted contracts	93,989	103,343
Deferred income taxes	20,787	20,387
Current portion of long-term debt	11,904	10,989
Estimated contingent earn-out liabilities	609	3,568
Other current liabilities	69,003	79,436
Total current liabilities	450,442	503,861
Deferred income taxes	34,759	28,786
Long-term debt	180,972	192,842
Long-term estimated contingent earn-out liabilities	3,560	3,462
Other long-term liabilities	32,711	34,397
Commitments and contingencies (Note 18)		
Equity:		
Preferred stock – Authorized, 2,000 shares of $0.01 par value; no shares issued and outstanding at September 27, 2015 and September 28, 2014	–	–
Common stock – Authorized, 150,000 shares of $0.01 par value; issued and outstanding, 59,381 and 62,591 shares at September 27, 2015 and September 28, 2014, respectively	594	626
Additional paid-in capital	326,593	402,516
Accumulated other comprehensive loss	(143,171)	(42,538)
Retained earnings	672,309	651,475
Tetra Tech stockholders' equity	856,325	1,012,079
Noncontrolling interests	473	977
Total equity	856,798	1,013,056
Total liabilities and equity	$ 1,559,242	$ 1,776,404

See accompanying Notes to Consolidated Financial Statements.

TETRA TECH, INC.
Consolidated Statements of Operations
(in thousands, except per share data)

	Fiscal Year Ended		
	September 27, 2015	September 28, 2014	September 29, 2013
Revenue	$ 2,299,321	$ 2,483,814	$ 2,613,755
Subcontractor costs	(580,606)	(623,896)	(588,923)
Other costs of revenue	(1,402,925)	(1,577,481)	(1,757,842)
Selling, general and administrative expenses	(170,456)	(187,298)	(199,732)
Contingent consideration – fair value adjustments	3,113	58,694	9,560
Impairment of goodwill and other intangible assets	(60,763)	–	(56,600)
Operating income	87,684	153,833	20,218
Interest income	680	804	1,003
Interest expense	(8,043)	(10,294)	(8,689)
Income before income tax expense	80,321	144,343	12,532
Income tax expense	(41,093)	(35,668)	(14,038)
Net income (loss) including noncontrolling interests	39,228	108,675	(1,506)
Net income attributable to noncontrolling interests	(154)	(409)	(635)
Net income (loss) attributable to Tetra Tech	$ 39,074	$ 108,266	$ (2,141)
Net income (loss) attributable to Tetra Tech per share:			
Basic	$ 0.64	$ 1.68	$ (0.03)
Diluted	$ 0.64	$ 1.66	$ (0.03)
Weighted-average common shares outstanding:			
Basic	60,913	64,379	64,544
Diluted	61,532	65,146	64,544
Cash dividends paid per share	$ 0.30	$ 0.14	$ –

See accompanying Notes to Consolidated Financial Statements.

TETRA TECH, INC.
Consolidated Statements of Comprehensive Income (Loss)
(in thousands)

	Fiscal Year Ended		
	September 27, 2015	September 28, 2014	September 29, 2013
Net income (loss) including noncontrolling interests	$ 39,228	$ 108,675	$ (1,506)
Other comprehensive loss, net of tax:			
Foreign currency translation adjustments	(98,287)	(45,480)	(28,817)
Gain (loss) on cash flow hedge valuations	(2,489)	1,029	(389)
Other comprehensive loss, net of tax	(100,776)	(44,451)	(29,206)
Comprehensive income (loss) including noncontrolling interests	(61,548)	64,224	(30,712)
Net income attributable to noncontrolling interests	(154)	(409)	(635)
Foreign currency translation adjustments, net of tax	143	55	47
Comprehensive income attributable to noncontrolling interests	(11)	(354)	(588)
Comprehensive income (loss) attributable to Tetra Tech	$ (61,559)	$ 63,870	$ (31,300)

See accompanying Notes to Consolidated Financial Statements.

TETRA TECH, INC.
Consolidated Statements of Equity
Fiscal Years Ended September 29, 2013, September 28, 2014, and September 27, 2015
(in thousands)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income	Retained Earnings	Total Tetra Tech Equity	Non-Controlling Interests	Total Equity
	Shares	Amount						
BALANCE AT SEPTEMBER 30, 2012	63,837	$ 638	$ 433,009	$ 31,017	$ 554,306	$ 1,018,970	$ 897	$ 1,019,867
Comprehensive income, net of tax:								
Net income (loss)					(2,141)	(2,141)	635	(1,506)
Foreign currency translation adjustments				(28,770)		(28,770)	(47)	(28,817)
Loss on cash flow hedge valuations				(389)		(389)		(389)
Comprehensive income (loss), net of tax						(31,300)	588	(30,712)
Distributions paid to noncontrolling interests							(445)	(445)
Stock-based compensation			8,775			8,775		8,775
Stock options exercised	899	9	14,872			14,881		14,881
Shares issued for Employee Stock Purchase Plan	253	3	5,548			5,551		5,551
Stock repurchases	(855)	(9)	(19,991)			(20,000)		(20,000)
Tax expense for stock options			886			886		886
BALANCE AT SEPTEMBER 29, 2013	64,134	641	443,099	1,858	552,165	997,763	1,040	998,803
Comprehensive income, net of tax:								
Net income					108,266	108,266	409	108,675
Foreign currency translation adjustments				(45,425)		(45,425)	(55)	(45,480)
Gain on cash flow hedge valuations				1,029		1,029		1,029
Comprehensive income, net of tax						63,870	354	64,224
Distributions paid to noncontrolling interests							(417)	(417)
Dividends					(8,956)	(8,956)		(8,956)
Stock-based compensation			10,374			10,374		10,374
Stock options exercised	1,263	13	22,956			22,969		22,969
Shares issued for Employee Stock Purchase Plan	246	2	5,597			5,599		5,599
Stock repurchases	(3,052)	(30)	(79,970)			(80,000)		(80,000)
Tax expense for stock options			460			460		460
BALANCE AT SEPTEMBER 28, 2014	62,591	626	402,516	(42,538)	651,475	1,012,079	977	1,013,056
Comprehensive income, net of tax:								
Net income					39,074	39,074	154	39,228
Foreign currency translation adjustments				(98,144)		(98,144)	(143)	(98,287)
Loss on cash flow hedge valuations				(2,489)		(2,489)		(2,489)
Comprehensive income (loss), net of tax						(61,559)	11	(61,548)
Distributions paid to noncontrolling interests							(515)	(515)
Dividends					(18,240)	(18,240)		(18,240)
Stock-based compensation			10,926			10,926		10,926
Stock options exercised	510	5	8,985			8,990		8,990
Shares issued for Employee Stock Purchase Plan	243	3	5,200			5,203		5,203
Stock repurchases	(3,963)	(40)	(100,460)			(100,500)		(100,500)
Tax benefit for stock options			(574)			(574)		(574)
BALANCE AT SEPTEMBER 27, 2015	59,381	$ 594	$ 326,593	$ (143,171)	$ 672,309	$ 856,325	$ 473	$ 856,798

See accompanying Notes to Consolidated Financial Statements.

TETRA TECH, INC.
Consolidated Statements of Cash Flows
(in thousands)

	Fiscal Year Ended		
	September 27, 2015	September 28, 2014	September 29, 2013
Cash flows from operating activities:			
Net income (loss) including noncontrolling interests	$ 39,228	$ 108,675	$ (1,506)
Adjustments to reconcile net income (loss) to net cash from operating activities:			
Depreciation and amortization	44,201	54,540	62,605
Loss on settlement of foreign currency forward contract	–	–	270
Equity in income of unconsolidated joint ventures	(5,131)	(2,804)	(3,461)
Distributions of earnings from unconsolidated joint ventures	5,252	2,724	4,458
Stock-based compensation	10,926	10,374	8,775
Excess tax benefits from stock-based compensation	(172)	(904)	(886)
Deferred income taxes	8,412	(145)	(11,468)
Provision for doubtful accounts	(1,034)	1,467	13,818
Impairment of goodwill and other intangible assets	60,763	–	56,600
Fair value adjustments to contingent consideration	(3,113)	(58,694)	(9,560)
Foreign exchange (gain) loss	(275)	(104)	754
Lease termination costs and related asset impairment	342	2,416	7,188
(Gain) loss on disposal of property and equipment	(6,014)	58	(287)
Changes in operating assets and liabilities, net of effects of business acquisitions:			
Accounts receivable	40,345	(32,020)	87,367
Prepaid expenses and other assets	12,970	(4,481)	(11,782)
Accounts payable	(26,901)	31,772	(34,191)
Accrued compensation	(7,676)	(4,728)	(16,385)
Billings in excess of costs on uncompleted contracts	(10,319)	23,833	(16,830)
Other liabilities	(6,868)	(9,315)	21,489
Income taxes receivable/payable	7,911	4,712	(19,218)
Net cash provided by operating activities	162,847	127,376	137,750
Cash flows from investing activities:			
Capital expenditures	(24,296)	(19,404)	(27,545)
Payments for business acquisitions, net of cash acquired	(11,680)	(30,251)	(171,349)
Payment in settlement of foreign currency forward contract	–	–	(4,177)
Receipt in settlement of foreign currency forward contract	–	–	3,907
Changes in restricted cash	4,530	–	470
Proceeds from sale of property and equipment	10,426	4,594	2,089
Payment received on note for sale of operation	–	3,900	–
Net cash used in investing activities	(21,020)	(41,161)	(196,605)
Cash flows from financing activities:			
Payments on long-term debt	(75,459)	(4,379)	(171,400)
Proceeds from borrowings	64,794	–	296,389
Payments of earn-out liabilities	(3,199)	(18,663)	(33,672)
Payment of debt issuance costs	(1,457)	–	(2,136)
Distributions paid to noncontrolling interests	(515)	(417)	(445)
Excess tax benefits from stock-based compensation	172	904	886
Repurchases of common stock	(100,500)	(80,000)	(20,000)
Net proceeds from issuance of common stock	10,825	23,834	15,993
Dividend paid	(18,240)	(8,956)	–
Net cash provided by (used in) financing activities	(123,579)	(87,677)	85,615
Effect of foreign exchange rate changes on cash	(5,301)	(5,464)	(2,303)
Net increase (decrease) in cash and cash equivalents	12,947	(6,926)	24,457
Cash and cash equivalents at beginning of year	122,379	129,305	104,848
Cash and cash equivalents at end of year	$ 135,326	$ 122,379	$ 129,305
Supplemental information:			
Cash paid during the year for:			
Interest	$ 7,323	$ 8,293	$ 5,049
Income taxes, net of refunds of $5.4 million, $14.7 million and $6.7 million	$ 23,268	$ 28,092	$ 35,796

See accompanying Notes to Consolidated Financial Statements.

TETRA TECH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Description of Business

We are a leading provider of consulting and engineering services that focuses on addressing fundamental needs for water, environment, infrastructure, resource management and energy. We typically begin at the earliest stage of a project identifying technical solutions to problems and developing execution plans tailored to our clients' needs and resources. Our solutions may span the entire life cycle of consulting and engineering projects and include applied science, research and technology, engineering, design, construction management, operations and maintenance, and information technology.

2. Basis of Presentation and Preparation

Principles of Consolidation and Presentation. The consolidated financial statements include our accounts and those of joint ventures of which we are the primary beneficiary. All significant intercompany balances and transactions have been eliminated in consolidation. Certain prior year amounts have been revised to conform to the current year presentation.

Fiscal Year. We report results of operations based on 52 or 53-week periods ending on the Sunday nearest September 30. Fiscal years 2015, 2014 and 2013 each contained 52 weeks.

Use of Estimates. The preparation of financial statements in conformity with U.S. GAAP requires us to make estimates and assumptions. These estimates and assumptions affect the amounts reported in our consolidated financial statements and accompanying notes. Although such estimates and assumptions are based on management's best knowledge of current events and actions we may take in the future, actual results could differ materially from those estimates.

Revenue Recognition and Contract Costs. We recognize revenue for most of our contracts using the percentage-of-completion method, primarily based on contract costs incurred to date compared to total estimated contract costs. We generally utilize the cost-to-cost approach to estimate the progress towards completion in order to determine the amount of revenue and profit to recognize. Revenue and cost estimates for each significant contract are reviewed and reassessed quarterly. Changes in those estimates could result in recognition of cumulative catch-up adjustments to the contract's inception-to-date revenue, costs and profit in the period in which such changes are made. Changes in revenue and cost estimates could also result in a projected loss that would be recorded immediately in earnings. For fiscal years 2015, 2014 and 2013, we recognized net unfavorable operating income adjustments of $8.9 million, $35.9 million and $40.1 million, respectively, due to changes in estimates. As of September 27, 2015 and September 28, 2014, we recorded a liability for anticipated losses of $10.5 million and $18.6 million, respectively. The estimated cost to complete the related contracts as of September 27, 2015 was $54.7 million.

Certain of our contracts are service-related contracts, such as providing operations and maintenance services or a variety of technical assistance services. Our service contracts are accounted for using the proportional performance method under which revenue is recognized in proportion to the number of service activities performed, in proportion to the direct costs of performing the service activities, or evenly across the period of performance depending upon the nature of the services provided.

We recognize revenue for work performed under three major types of contracts: fixed-price, time-and-materials and cost-plus.

Section 2: Contractor's Experience

TETRA TECH

CONTRACTOR'S EXPERIENCE

Experience Coordinating with Federal, State, and Local Funding Sources and Reimbursement Processes

Throughout the course of the hundreds of debris management and grant management projects that our staff has administered for state and local governments across the United States, our team has developed a unique understanding of the Federal Emergency Management Agency (FEMA) organization and other regulatory agencies' policies and procedures. Our team maintains strong relationships with many of the lead federal coordinating officers, debris specialists, Public Assistance (PA) coordinators and officers, and other staff. Our team also understands the duties and responsibilities of emergency management personnel at the state and local level, which helps us build strong relationships. Our team has worked with hundreds of local government emergency management agencies and dozens of state emergency management organizations following disaster debris-generating events.

Our team has worked closely with FEMA and Federal Highway Administration (FHWA) staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing step-by-step assistance to clients throughout the FEMA reimbursement process.

To maximize PA funding for our clients, our staff members maintain a working relationship with FEMA at the headquarters, regional, and local levels. Constant communication and regular interface with FEMA allows our team to obtain quick responses on disaster-specific guidance and issues.

WHAT DO OUR CLIENTS SAY?

"Your team assisted us with FEMA PA Grant Program application and administration, FHWA ER technical assistance, FEMA HMGP grant application, and HUD CDBG-DR project identification, technical assistance, and application development representing a combined estimated $280 million in federal grants—the largest grant application in Boulder County's history.

Boulder County has been very pleased by the work of your team and would absolutely recommend them to any other state or local government agency in the aftermath of a disaster."

Michelle Krezek, Commissioners' Deputy
Boulder County, Colorado

Moreover, Tetra Tech maintains a full-time staff to assist our clients in obtaining reimbursement. **Mr. Dick Hainje**, former regional administrator of FEMA Region VII, has been responsible for deploying and managing over 2,000 emergency management employees following disasters and created a long-term community recovery process for FEMA Region VII. Mr. Hainje has assisted our clients with navigating the reimbursement process and obtaining clarification on FEMA policies. Mr. Hainje also led the response, recovery, and mitigation for the historic 2008 Midwest flooding event, where he was the regional administrator in charge of over 1,000 FEMA employees deployed to this event.

Additionally, our data management and document storage procedures are tailored to facilitate FEMA review of the generation of project worksheet versions throughout the project. ***Our FEMA appeals and funding specialists have worked with FEMA close-out officers to obtain millions of previously deobligated dollars for communities.***

In the field, our operations managers and field supervisors fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement. ***Our understanding of reimbursement agencies' requirements for eligibility, documentation, and reimbursement has helped our clients obtain over $3.5 billion in reimbursement funds from federal agencies such as FEMA, FHWA, and the NRCS.***

Disaster Recovery Program Management Services

As a result of our successful performance on past projects, our team has become a national leader in providing management and support documentation for the following:

- Emergency road clearance
- Curbside debris collection
- Operation of citizen drop-off sites
- Demolition of uninhabitable structures
- Data management and invoice reconciliation
- Execution of private property debris removal (PPDR) programs
- Parks debris removal
- Oversight of debris management sites (DMS)
- Final debris disposal at a landfill or other end use
- Conflict and damage resolution
- Truck certification
- Right-of-entry (ROE) administration

Right-of-Way Debris Removal

Our team has assisted 52 clients across the state following numerous disasters monitor ROW debris removal and disposal of vegetative and construction and demolition (C&D) debris. Each project required our team to coordinate closely with state and federal partners including the Texas Commission on Environmental Quality (TCEQ), Texas Division of Emergency Management (TDEM), Texas Department of Transportation (TxDOT), General Land Office (GLO), FEMA Region VI, U.S. Environmental Protection Agency (EPA) Region VI, NRCS, and U.S. Fish and Wildlife.

- Alvin, City of
- Angleton, City of
- Bastrop County
- Bayou Vista, City of
- Beaumont, City of
- Bellaire, City of
- Blanco County
- Brookside Village, City of
- Caldwell County
- Cameron County
- Chambers County
- China, City of
- Clear Lake, City of
- Clute, City of
- Deer Park, City of
- Dickenson, City of
- El Lago, City of
- Freeport, City of
- Friendswood, City of
- Galveston County
- Groves, City of
- Hardin County
- Harris County
- Hays County
- Hidalgo County
- Houston, City of
- Jamaica Beach, City of
- Jefferson County
- Kemah, City of
- La Marque, City of
- Lumberton, City of
- Manvel, City of
- Martindale, City of
- Montgomery County
- Nederland, City of
- Nome, City of
- Orange, City of
- Orange County
- Pearland, City of
- Port Arthur, City of
- Port Neches, City of
- San Marcos, City of
- Santa Fe, City of
- Seabrook, City of
- Silsbee, City of
- Sour Lake, City of
- Sugarland, City of
- Texas Department of Transportation – Beaumont District
- Texas State University
- Tiki Island, City of
- West University, City of
- Wimberley, Town of

Special Programs Management

Our team is experienced with all facets of the debris removal monitoring industry, including special disaster recovery program management services. Some examples of special programs our team has managed and administered include the following:

- Animal carcass removal and disposal
- Asbestos abatement
- Beach remediation/restoration
- C&D debris
- Creosote piling
- Disposal site management
- Drainage and canal debris removal
- E-wastes
- Food waste removal
- Hazardous waste debris removal
- Leaner, hanger, and stump removal
- Marine/waterway debris removal
- Private property demolition/debris removal
- Nuisance abatement ordinance administration
- Saltwater killed tree removal
- Subsurface storm drain debris removal
- Vessel and vehicle recovery
- Wetland and parkland debris
- White goods debris removal
- Woodchips/ashes

Private Property/Right-of-Way Debris Removal

Our team has administered many of the largest PPDR programs in U.S. history, including projects for New Orleans, Louisiana; Gulfport, Mississippi; Bastrop, Texas; and Escambia County, Florida. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. Our team also assists with preparing submittal packages for FEMA to approve the program, promoting the ROE program with residents, and ensuring the program is properly documented. Exhibit 3-4 is a representative list of our experience in assisting clients with PPDR activities and demolition program management.

Exhibit 3-4: PPDR and Demolition Program Management

Client	Disaster/Year	Public Advertisement	Application Administration	Historical/Environmental Review	Property Survey	Scheduling	Individual Property Debris Tracking	Demolition Program Management	Debris Removal Monitoring	Reduction/Disposal Monitoring	Property Close-Out	Data Management
Lake County, CA	Wildfires (2015)	■	■	■	■	■			■	■	■	■
Hays County, TX	Flooding (2014)	■	■	■	■	■			■	■	■	■
Boulder County, CO	Flooding (2013)	■	■	■	■	■		■	■	■	■	■
Middletown, Township of, NJ	Hurricane Sandy (2012)					■	■	■	■	■		■
St. John the Baptist Parish, LA	Hurricane Isaac (2012)	■			■	■			■	■		■
Bastrop County, TX	Wildfires (2011)	■	■	■	■	■			■	■	■	■
Comanche Nation, OK	Ice Storm (2009)					■	■		■	■		■
Cedar Rapids, City of, IA	Flooding (2008)			■		■		■	■	■	■	■
University of Iowa	Flooding (2008)			■		■		■	■	■	■	■

Client	Disaster/Year	Public Advertisement	Application Administration	Historical/Environmental Review	Property Survey	Scheduling	Individual Property Debris Tracking	Demolition Program Management	Debris Removal Monitoring	Reduction/Disposal Monitoring	Property Close-Out	Data Management
Galveston, City of, TX	Hurricane Ike (2008)	■	■	■	■	■	■		■	■	■	■
Terrebonne Parish, LA	Hurricanes Ike (2008)	■	■	■	■	■	■	■	■	■	■	■
Iberville Parish, LA	Hurricane Gustav (2008)	■	■		■	■			■	■	■	■
New Orleans, City of, LA	Hurricane Katrina (2005)	■	■	■	■	■	■	■	■	■	■	■
Waveland, City of, MS	Hurricane Katrina (2005)	■	■		■	■	■	■	■	■	■	■
Naples, City of, FL	Hurricane Wilma (2005)					■			■	■	■	■

Leaning Trees, Hanging Limbs, and Stump Removal

Leaning trees, hanging limbs, and stumps pose significant threats to public health and safety. Guidance on reimbursement for the removal of these vegetative threats is disaster-specific. Tetra Tech has the experience and expertise to help communities avoid the de-obligation of funds or non-reimbursement for these activities due to ineligible work. Our team has assisted numerous clients in surveying, documenting, and monitoring the removal of leaning trees, hanging limbs, and stumps. ***Our team members monitored the removal and disposal of 26,800 hazardous trees and hangers for the City of Augusta following 2014 Winter Storm Pax.*** Exhibit 3-5 provides featured clients where our team has monitored the collection and removal of leaning trees, hanging limbs, and stumps following a disaster debris-generating event.

Exhibit 3-5: Previous Leaner/Hanger/Stump Removal Programs

Client	Event	Total Leaners/Hangers/ Stumps Removed
City of Augusta, Georgia	2014 Winter Storm Pax	26,800
City of Rapid City, South Dakota	2013 Ice Storm	8,000
City of Sioux Falls, South Dakota	2013 Ice Storm	26,700
State of Connecticut	2011 Winter Storm Alfred	57,200
Henrico County, Virginia	2011 Hurricane Irene	15,500
Texas Department of Transportation	2011 Texas Drought and Wildfires	5,800
City of Raleigh, North Carolina	2011 Tornado	7,500
Arkansas Game and Fish Commission	2009 Ice Storm	48,900
City of Houston, Texas	2008 Hurricane Ike	212,500
Terrebonne Parish, Louisiana	2008 Hurricane Gustav	14,500
City of Norman, Oklahoma	2007 Midwest Ice Storm	26,800
Greene County, Missouri	2007 Midwest Snow Storm	53,900
Genesee County, New York	2006 Ice Storm	9,100
Town of Amherst, New York	2006 Ice Storm	32,700

Client	Event	Total Leaners/Hangers/ Stumps Removed
City of Fort Lauderdale, Florida	2005 Hurricane Wilma	20,400
Santa Rosa County, Florida	2005 Hurricane Dennis	13,700
Escambia County, Florida	2004 Hurricane Ivan	15,100

Hazardous Material Removal

Major disasters (particularly those that involve significant flooding) will result in the need to address hazardous materials. Typically, the U.S. EPA is responsible for identifying and removing large quantities of household hazardous waste (HHW) (containers over 5 gallons such as large commercial/industrial storage tanks, propane tanks, 55-gallon drums, etc.). Local governments are charged with implementing collection programs for HHW, including containers with paints, pesticides, household cleaners, oils/solvents, fuels, etc. Our team has significant experience helping local governments plan, procure, implement, and track disaster-related HHW collection programs at curbside or drop-off locations. Following Hurricane Ike, which resulted in a storm surge that covered almost all of Galveston Island, our team helped the City of Galveston implement one of the largest post-disaster HHW programs in U.S. history, in addition to working cooperatively with the EPA on large quantity HHW recovery.

Data Management

Our team has spent years researching and developing an effort to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility of debris project operations. Our ADMS, RecoveryTrac™, is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. Managing the enormous volume of documentation generated during a debris monitoring operation was paramount to the design of our ADMS. ***This state-of-the-art technology has already shown to increase the efficiency and improve the management of debris removal efforts for multiple clients.*** For more information on our data management, please see please see **Section 4: Technical Approach.**

Hauler Invoice Reconciliation and Contracting

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of all primary debris hauler contracts with the County. After reviewing the contracts, Tetra Tech will set up our ADMS, RecoveryTrac™ database to generate transactions for tickets issued to each debris contractor. Tetra Tech will then meet with each primary debris contractor to review the debris contractor reports that will be generated automatically through RecoveryTrac™. The debris contractor reports will provide each contractor with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the County. Several quality assurance (QA) and quality control (QC) checks will be conducted on data before it is provided to the contractor. RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech. For more information on our hauler invoice reconciliation and contracting, please see **Section 4: Technical Approach.**

FEMA Appeal Assistance and Support

Our staff has an outstanding track record of getting our clients reimbursed, with more than 200 major disaster recovery mobilizations over the past 10 years. Given the nature and scrutiny of FEMA reimbursement, it is not unusual for a local government to have one or more project worksheets questioned by FEMA/Office of Inspector General (OIG) during the audit process. We routinely work with our clients in these matters—oftentimes for years following an event—to support and defend their reimbursement.

Furthermore, **due to our staff's in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist with FEMA/OIG audits and provide support during FEMA appeals even when we have**

had no involvement with the applicant during the recovery period. Our team of recovery experts is currently working with the Port of Galveston, Texas, to close-out Hurricane Ike-related projects. To date, we have been able to identify and capture over $80 million in previously unidentified or deobligated funding. The following are a few examples of areas in which our staff has successfully supported the appeals effort of our clients with FEMA:

- **South Broward Drainage District.** Following Hurricane Wilma, our team prepared an appeal in support of $4 million in reimbursement associated with lake erosion repairs made by the South Broward Drainage District. With our team's support, the South Broward Drainage District was fully reimbursed.
- **Lake County, Florida.** Our team supported the successful appeal of over $400,000 of previously deobligated funds in response to the 2004 Hurricanes Charley, Frances, and Jeanne. These funds were associated with debris collected on private roads and gated communities. Our team did a comprehensive geographic information system (GIS) analysis of all of the debris collected on the roads in question and was able to appeal the decision and obtain reimbursement from FEMA for these County-incurred costs.
- **Port of Galveston, Texas.** The Port of Galveston experienced extensive damage due to storm-induced erosion caused by Hurricane Ike surge that reached heights upward of 20 feet. The pier was not designed to withstand the water weight and rapid draw down of the water. As a result, the concrete sheet pile was damaged and caused the fill underneath the warehouse slab to wash out, thus compromising the support of the warehouse floor. The floor collapsed near the most significant voids underneath the base. FEMA deemed the damage ineligible due to subtle erosion that happened over time. The Port of Galveston, with the assistance of our team of experts, submitted an appeal for eligibility and won the appeal resulting in an approval of a $1.5 million for Pier 15. More importantly, the appeal approval has established precedence for the Port of Galveston's remaining Ike-damaged piers, enabling the Port of Galveston to apply for an additional $80 million of funding due to damage caused by Hurricane Ike previously deemed ineligible.

PROJECT PROFILES

Similar to the services being requested by the County, our team has successfully assisted over 300 clients with recovering from the damaging effects of hurricanes, tropical storms, tornadoes, floods, and ice storms across the country. Our efforts have allowed our clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations and federal reimbursement in compliance with FEMA and FHWA guidelines and reimbursement procedures.

The following project is a representative example of our experience and accomplishments in performing services that are similar in scope, complexity, and magnitude to the County within the past five years.

Disaster Debris Program Management
Jefferson Parish, Louisiana



On August 28, Hurricane Isaac, the fourth hurricane of the 2012 Atlantic hurricane season, made landfall in southern Louisiana. Prior to becoming a hurricane, Isaac attained one of the lowest barometric pressure measurements of any storm below hurricane strength since record keeping began. The longevity of hurricane conditions across the Parish led to prolonged power outages, localized flooding, and ground saturation that subsequently led to massive amounts of downed trees, broken limbs, and flood debris from residences.

In the days prior to landfall, Tetra Tech's senior management team began mobilizing to the area and was in coordination with Jefferson Parish to establish an immediate response plan, identify reporting needs, and establish temporary debris storage and reduction sites (TDSRS). Within 4 days of activation, Tetra Tech had hired and trained 250 local residents to monitor and document debris removal operations. Tetra Tech worked with Jefferson Parish officials to establish protocols for ROW debris removal, hazardous waste debris clearance, public/citizen convenience drop-off site management, and daily reporting requirements.

To expedite debris removal operations, officials segregated Jefferson Parish into two unique debris collection operations (East Bank & West Bank) with separated debris haulers. Tetra Tech was able to successfully manage the concurrent operations with careful regard to collection data tracking to keep debris hauler records separate for each bank.

Additionally, Tetra Tech was tasked with debris removal monitoring in the Towns of Lafitte and Grand Isle. Tetra Tech was able to successfully overcome several logistical challenges associated with remote locations of the two projects while still providing superior services to both towns.

Currently, Tetra Tech's project close-out specialists are assisting Jefferson Parish with preparing FEMA PA Grant Program and FHWA Emergency Relief (ER) Program grant applications, project worksheet data compilation, final damage inspections, and overall project close-out.

Reference:
Ms. Marnie Winter, Director, Environmental Affairs
4901 Jefferson Hwy., Suite E, Jefferson, LA 70121
Phone: (504) 736-6440 | Email: JPEnvironmental@jeffparish.net

Disaster Program Management & Financial Recovery Services
Fort Bend County, Texas – 2016 Flooding Event



On May 30, 2016, a devastating flood impacted Fort Bend County, causing damage and debris across the County. Tetra Tech was tasked by the County to provide program management and monitoring services. The Tetra Tech field team certified 28 hauling units that removed over 48,000 cubic yards of flood debris within the County. RecoveryTrac™ ADMS was used to monitor and document debris removal activities within the County and three other municipalities that requested the County's assistance through an interlocal government agreement.

We are our proud of our long-term relationship with Fort Bend County, whom we have assisted since 2007 in a variety of capacities, including debris management after 2008 – Hurricane Ike, plan writing, and exercises. We continue to stand "at the ready" in the event the County needs our service in the future.

Reference:

Mr. Jeff Braun, Emergency Management Coordinator
307 Fort Street, Richmond, TX 77469
Phone: (281) 342-6185 | Email: oem@co.fort-bend.tx.us

Disaster Debris Management Services
City of Friendswood, Texas



In the early morning hours of October 31, 2015, an EF2 tornado severely damaged several Friendswood homes and left public roads blocked by downed trees, powerlines, and other debris. Within 12 hours of the disaster, Tetra Tech responded to the City, sending a project manager immediately to the site. The project manager was able to assess the damage and meet with Friendswood officials. Upon notice to proceed, our firm mobilized a local team of debris monitors and established our ADMS for the City, focusing on the tornado path boundaries. Through the RecoveryTracTM portal, City officials were able to observe the contracted debris hauler in real time, track task orders, and administer assistance to the citizens of Friendswood affected by the incident.

The City of Friendswood, Texas is a long-time client, and our firm has maintained contact and assisted the City in times of normalcy in addition to pre and post-disaster situations. Since 2007, Tetra Tech has supported the City on multiple projects, including debris monitoring after Hurricane Ike in 2008, Community Development Block Grant - Disaster Recovery (CDBG-DR) application development, and most recently, disaster debris monitoring in 2015.

Reference:

Brian Mansfield, Assistant Emergency Management Coordinator
1600 Whitaker Drive, Friendswood, TX 77546
Phone: (832) 875-2365 | Email: b.mansfield@ci.friendswood.tx.us

Disaster Debris Program Management
Montgomery County, Texas



Situated just 40 miles north of Houston and encompassing 1,047 square miles, Montgomery County is one of the fastest growing counties in the nation. The County was severely impacted when Hurricane Ike made landfall in September of 2008. The County activated Tetra Tech to provide program management and monitoring services.

The Tetra Tech team quickly mobilized an experienced debris management team, and over the next three months, Tetra Tech worked closely with County to monitor and document debris removal efforts for federal reimbursement. Tetra Tech successfully monitored and documented the removal of 3,782 hazardous hangers, 1,189 hazardous trees, and 684,252 cubic yards of disaster debris.

In the years following Hurricane Ike, Tetra Tech has worked with the County to plan for and prepare for future disasters. Most recently, Tetra Tech was activated by the County to monitor and document debris removal activities following the April 2016 Texas floods. The current program is being documented using our automated debris management system (ADMS) technology, RecoveryTrac™.

Reference:

Ms. Miranda Hahs, Senior EM/Homeland Security Planner
9472 Airport Road, Conroe, TX 77303
Phone: (936) 523-3903 | Email: Miranda.hahs@mctx.org

Disaster Debris Program Management
Blanco, Caldwell, & Hays Counties, Texas



During the month of May 2015, Texas experienced one of the most severe weather events in state history, culminated by a record-breaking flood outbreak on Memorial Day weekend. An estimated 35 trillion gallons of rain fell during that time, enough to cover the entire state with 8 inches of water. Recognizing the devastating impacts that the weather events would have on local governments, Tetra Tech mobilized senior staff within hours of the first available damage reports. As flood waters began receding, our staff began field operations throughout the state, including eight projects in Central Texas that included Hays, Blanco, and Caldwell Counties, the most heavily impacted areas in the state.

Within 48-hours of a notice to proceed, Tetra Tech had fully staffed all eight projects with trained monitors, assisted in the opening of three Central Texas disposal locations, mobilized nearly 200 ADMS and began assisting our clients with FEMA PA coordination and debris hauler procurement. Our familiarity with our Texas clients coupled with our responsiveness allowed affected communities to maximize reimbursement while minimizing operational and project initiation delays that are typical of an unprepared firm.

Reference:

James Sultemeier, Precinct 2 Commissioner
P.O. Box 471, Johnson City, Texas 78636
Phone: 830-868-4471 | Email: blcomm2@co.blanco.tx.us

Section 3: Qualifications of the Staff

TETRA TECH

OVERVIEW OF STAFF EXPERIENCE

Tetra Tech has assembled a team of experienced emergency management, infrastructure, and grant management specialists with hands-on experience in recent disasters and emergencies as well as prevention, mitigation, preparedness, response, and recovery programs. Our disaster recovery professionals are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services subject to Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), Natural Resources Conservation Service (NRCS), and other federal agency reimbursement programs.

Our staff members have successfully managed the removal of and reimbursement for over ***69 million cubic yards (CYs) of debris*** as well as the ***demolition of over 5,000 uninhabitable residential and commercial structures.*** Our team has monitored and obtained FEMA, FHWA, and NRCS reimbursement on ***13 debris removal projects in excess of 1 million CYs of debris*** and understands the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations for local governments.

Tetra Tech is committed to providing the County with a dedicated and consistent project management team that will expedite recovery efforts in the County by establishing a coordinated and organized approach to debris removal. Our dedicated team is available to the County 365 days per year.

The established working relationship shared by the County and Tetra Tech provides our team with an in-depth understanding of the services the County will require following a disaster event. ***Based on this understanding, Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the County following a disaster.***

PROFESSIONAL CERTIFICATIONS, TRAINING, AND LICENSING

Tetra Tech is committed to providing our customers with quality technical products and services while meeting the highest level of ethical and regulatory standards and performance in our jobs. In addition, our environmental health and safety program helps our business operate in a manner that protects the health and safety of our employees, customers, business partners, community neighbors, and the environment.

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection.

Our proposed team possesses many of the key certifications necessary to provide quality technical services and have attended numerous training courses related to debris operations and emergency management. Some of these include, but are not limited to:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202 Debris Management
- Homeland Security Exercise and Evaluation Program (HSEEP)
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS-200: Basic Incident Command
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I

- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program
- Mass Casualty Incident Manager Certification

Additionally, all collection and disposal managers and field supervisors must attend a debris monitoring training session prior to working. These training sessions are delivered by experienced trainers and provide the information required to facilitate accurate field monitoring. Tetra Tech also conducts daily "tailgate" safety sessions with field employees to alert them of potential work hazards and review safe work practices.

PROPOSED STAFF

Senior Management Team

Our senior management team will provide expert oversight and assistance at critical junctures and is prepared to assist the project management team for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise.

- **Mr. Jonathan Burgiel** has 31 years of experience in solid waste and disaster recovery. His disaster-related work has included serving as principal in charge of over 30 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. Mr. Burgiel has provided senior management leadership to Richland County, South Carolina (Historic 1,000 Flooding Event), the New Jersey Department of Environmental Protection (NJDEP) (Hurricane Sandy); State of Connecticut (Hurricane Sandy); State of Louisiana (Hurricane Isaac); City of New Orleans, LA (Hurricane Katrina Residential Demolition Program); Harris County, TX (Hurricane Ike); and Miami-Dade County (Hurricanes Katrina and Wilma), to name a few.
- **Mr. Ralph Natale** has overseen response to some of the country's largest debris-generating disasters. He is an expert in FEMA-Public Assistance (PA) Grant Program reimbursement policies and has administered nearly 70 projects in his 10-year career. This includes managing and documenting the removal of over 16 million CYs of debris and 895,000 hazardous trees totaling over $470 million dollars of reimbursed invoices. He has served as a debris specialist and grant consultant for state and local governments, including for the State of Connecticut Emergency Operations Debris Task Force following Hurricane Irene and Winter Storm Alfred and the City of New Orleans, Louisiana, following Hurricane Isaac. He currently serves as principal in charge for several of the firm's response efforts in California following the devastating fires.
- **Mr. Oliver Yao,** Program Manager/Debris Management Technical Advisor, has 10 years of disaster recovery experience and has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina, Ike, and Sandy. Mr. Yao is currently responsible for the operational oversight of field projects, which includes automated debris management system (ADMS) implementation, logistics management, safety protocols, and senior management of data and reimbursement support. Mr. Yao has developed a team of seasoned data managers trained on the standard operating procedures he has developed to support project closeout and audit. Mr. Yao is a leading subject matter expert in reimbursement documentation and closeout audit support. In addition, Mr. Yao has assisted numerous local governments in Florida with FEMA appeals following Hurricanes Charley, Frances, Jeanne, and Wilma. ***In May of 2015, Mr. Yao assisted Hidalgo County with water relocation documentation following the May 2015 severe storms and flooding.***
- **Mr. Jeff Dickerson** has more than 20 years of experience in program management and information technology and is the principal system architect of our ADMS, RecoveryTrac™. Mr. Dickerson has managed numerous large disaster response operations with over 1,000 field monitors, coordinated the operation of 24-hour data processing centers (some with nearly 100 personnel), and provided technical support for a debris

management database to track over 1,000 trucks and the documentation for over 5 million CYs of debris brought to clients' debris management sites. Mr. Dickerson has led deployment and logistics efforts for some of the firm's largest debris monitoring efforts.

- **Mr. John Buri,** FEMA Reimbursement Specialist, is a versatile emergency management, disaster mitigation, response and recovery, and grant management professional with 14 years of experience. Mr. Buri has provided senior management oversight on 16 major disasters declarations for over 100 clients since 2007, representing over $1 billion in disaster-related grants. He has responded to numerous large-scale activations and engages with FEMA and state regulatory agencies and debris contractors in addition to providing FEMA PA consulting for all tasks and activities associated with each disaster recovery operation.
- **Mr. Dick Hainje** serves as a senior advisor and the former administrator of FEMA Region VII, where he led the region through 60 presidentially declared disasters. Mr. Hainje was the director of operations for Hurricane Charley and was responsible for the entire Florida operations division, which at the time was the largest deployment in FEMA's history. His extensive experience working with senior first responders as well as local, state, and federal elected officials during times of crisis has included providing full briefings to the president of the United States five times at the scene of major disaster operations. He was responsible for creating a long-term community recovery process for FEMA Region VII, which provides heavily impacted communities the opportunity to go through a FEMA-sponsored planning process after a catastrophic incident. Following Hurricane Katrina in 2005, Mr. Hainje was asked by Secretary Chertoff to serve as the deputy Principal Federal Official for the Mid-Atlantic States, where he was involved with every aspect of preparation for all of the states from Georgia to Delaware, including leading major hurricane preparation exercises in FEMA Region IV and FEMA Region III.

Project Management Team

In addition to our senior management team, our dedicated project management team consists of disaster recovery professionals who are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services. ***Tetra Tech's staff members constitute an integrated team with unparalleled skills and experience that is uniquely qualified to manage the debris monitoring operations.***

Phil Ivey, Project Manager – Mr. Phil Ivey has overseen recovery operations in response to some the of country's largest debris-generating disasters, including Hurricanes Irene, Ike, Katrina, Wilma, Dennis, and Ivan and the 2015 flooding events in Texas. He has worked in communities stretching from the Gulf Coast region to upstate New York providing disaster recovery operations to ensure compliance with all FEMA and other reimbursement agency regulations. He provides FEMA-related guidance during times of activation based on his extensive experience managing disaster recovery efforts. This includes debris collection and disposal and developing project worksheets to accurately record the data to ensure proper reimbursement, payment reconciliation, and guidance on adhering to local, state, and federal regulations and policies governing debris collection and disposal.

As project manager for Hidalgo County, Mr. Ivey will be responsible for implementation of specific programs tasked by the County through purchase orders. He is also responsible for program oversight, task order preparation, forecasting, and quality assurance. He will serve as a consistent point of contact for the County's debris managers and will provide a bridge between any preparedness and post-disaster response activities. ***Mr. Ivey assisted Hidalgo County with recovery efforts following Hurricane Dolly and Tropical Storm Alex and has a unique understanding of the County and operational needs.***

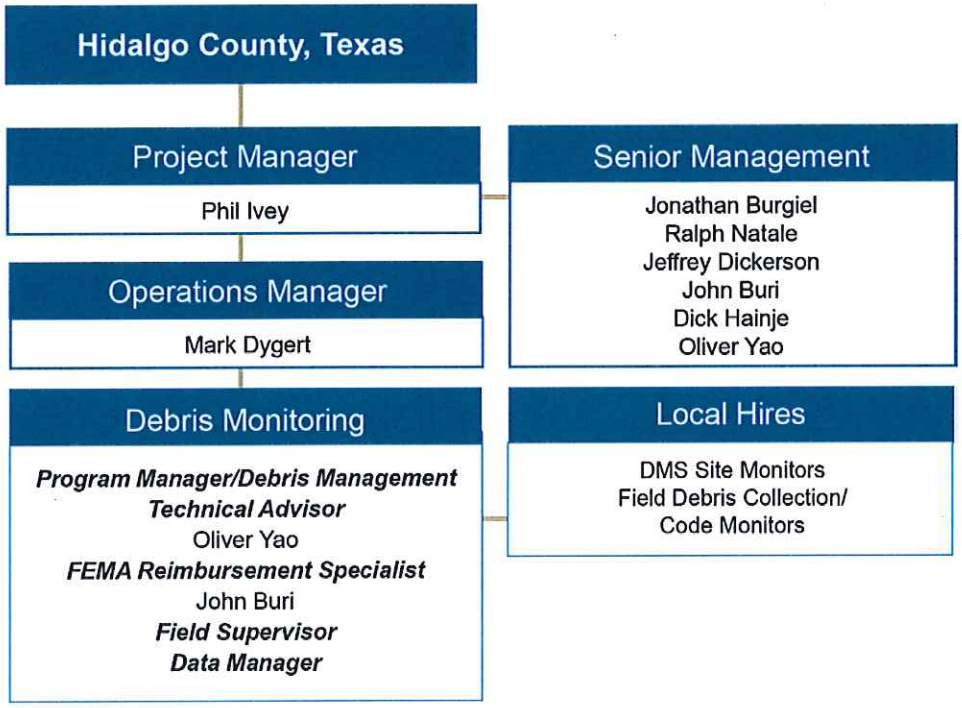
- **Mark Dygert,** Operations Manager – Mr. Mark Dygert is an experienced professional providing program management services for hazard mitigation emergency preparedness/planning response and recovery. He has managed projects in Texas, Louisiana, Georgia, South Carolina, and New Jersey, where he was responsible for implementing schedules for the contractor and providing client support for FEMA and FHWA regulations and procedures. In 2015, Mr. Dygert was deployed as an ADMS operations manager for the City of Houston following severe storms and flooding that resulted in concentrated volumes of disaster debris in

the City. Mr. Dygert assisted in the logistics and technical support of 130 ADMS units used by locally trained monitors to document the collection of over 300,000 CYs of debris. ***Most recently, Mark Dygert was deployed to Hidalgo County as an operations manager during the May 2015 severe storms and flooding event.***

As operations manager for Hidalgo County, Mr. Dygert will be responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety, field logistics, and training. He will verify eligibility, compliance, and collection and disposal operations oversight and coordinate directly with our project manager daily with progress reports and on specific issues.

Exhibit 3-1 shows our proposed project team organizational structure. *Résumés have been included at the end of this section.*

Exhibit 3-1: Project Team Organizational Chart



Section 3: Qualifications of the Staff

Résumés

TETRA TECH

TETRA TECH

Jonathan Burgiel
Vice President, Operations Manager

EXPERIENCE SUMMARY

As Vice President, Mr. Burgiel manages the business operations of all disaster recovery efforts, including preparedness planning, project staffing, logistics, grant administration and agency reimbursement support, program accounting/auditing oversight, and contract negotiations. Mr. Burgiel is dedicated to helping communities plan for and recover from disasters and provide the necessary documentation to receive the maximum allowable reimbursement from federal and state emergency management agencies.

Mr. Burgiel has 31 years of solid waste and disaster recovery experience. His disaster-related work has included serving as principal in charge of over 30 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters.

Mr. Burgiel is intimately familiar with local, state, and federal solid waste and hazardous waste regulations, as well as U.S. Department of Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA) policies and reimbursement procedures as they relate to disaster management and recovery.

RELEVANT EXPERIENCE

Mr. Burgiel has provided senior management oversight to the following projects:

- New Jersey Department of Environmental Protection (NJDEP) – Hurricane Sandy Disaster Vessel Recovery Program
- State of Connecticut – Hurricane Sandy Disaster Debris Program
- State of Louisiana – Hurricane Isaac Disaster Debris Program Management
- City of New Orleans, Louisiana – Hurricane Katrina Residential Demolitions
- Bastrop County, Texas – Wildfires
- City of Cedar Rapids, Iowa – Severe Flooding

Senior Management (April 2012-May 2013)

State of Vermont | Federal Grant Management Services

Following Hurricane Irene, the State of Vermont faced the daunting task of maintaining critical operations. Under Mr. Burgiel's direction, within 48 hours our team deployed a team of experts to the state emergency operations center (EOC). Mr. Burgiel and our grant management team provided consulting services and managed the recovery process. Our team collected, reviewed, and offered technical assistance to applicants on their Hazard Mitigation Grant Program (HMGP) applications.

EDUCATION

University of Central Florida
Master of Business Administration, 1989

Tufts University
Bachelor of Arts, Economics, 1984

AREA OF EXPERTISE

- Solid and Hazardous Waste Management
- Disaster Recovery Program Management
- Federal Grant Management

DISASTERS

- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 FL Tornados
- 1606 Hurricane Rita
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina
- 1595 Hurricane Dennis
- 1561 Hurricane Jeanne
- 1551 Hurricane Ivan
- 1545 Hurricane Frances
- 1539 Hurricane Charley

YEARS OF EXPERIENCE

31 years

Senior Management (September 2008-January 2009)

Harris County, Texas | Hurricane Ike Disaster Debris Program Management

In 2008, Hurricane Ike made landfall in Texas, causing extensive damage to Harris County, the fourth largest county in the United States. Mr. Burgiel rode out the storm in Harris County's EOC and assisted with the deployment of our response team following the storm. Our team assisted with monitoring and cost reimbursement for over 2.5 million cubic yards of debris from the public right-of-way (ROW) in response to Hurricane Ike.

Senior Management (September 2004-September 2009)

City of Orlando, Florida | Disaster Debris Program Management

Mr. Burgiel served in a senior leadership role and assisted the City of Orlando with a range of storm recovery monitoring and management activities. Mr. Burgiel was responsible for managing a full support team involved with staging operations, load inspections for storm debris cleanup performed by contract haulers, scheduling, dispatching, and logistics operations for the field inspectors assigned to storm debris cleanup. Our team's assistance enabled the City of Orlando to promptly apply for and receive reimbursement for the total cleanup cost from state and federal emergency management agencies.

Senior Management (February-April 2007)

Volusia County, Florida | Groundhog Day Tornado Disaster Recovery and Storm Debris Removal

Our team was retained by Volusia to assist with monitoring of cleanup efforts following the Groundhog Day tornadoes that swept through Central Florida during the early morning hours, leaving 20 people dead and many others injured and without homes. Under Mr. Burgiel's direction, our team mobilized a response team to the area to help identify critical debris removal areas and initiate its ROW debris removal operation. Mr. Burgiel oversaw the management of a full support team involved with staging operations, load inspections for storm debris cleanup, and logistics operations for the field inspectors.

Senior Management (August 2005-October 2006)

Miami-Dade County, Florida | Hurricanes Katrina and Wilma Disaster Recovery and Debris Management

After Hurricanes Katrina and Wilma struck Miami-Dade County, our team provided immediate on-site assistance and a wide range of disaster recovery management and storm debris cleanup monitoring services to help Miami-Dade County make a quick recovery. Under Mr. Burgiel's direction, our team assembled and deployed a full disaster recovery team to assist Miami-Dade County with removal of approximately 5.5 million cubic yards of debris. Mr. Burgiel oversaw the data management process and assisted Miami-Dade County with FEMA project worksheets and appeals.

Senior Management (August 2004)

Polk County, Florida | Hurricane Charley Program Management and Disposal Site Monitoring Assistance

In the weeks following Hurricane Charley, Mr. Burgiel assisted Polk County with planning and managing disposal site monitoring activities. He was responsible for overseeing disposal site monitors, as well as spotters at Polk County's northeast, north central, and southeast landfills. Mr. Burgiel managed documentation efforts to help Polk County promptly apply for and receive reimbursement for the total cleanup cost from state and federal emergency management agencies.

Senior Management (September 2005-September 2008)

City of Pensacola, Florida | Hurricane Ivan Disaster Debris Program Management

Mr. Burgiel provided assistance to the City of Pensacola in performing a range of storm debris removal monitoring and management activities for this $30 million debris removal process. Mr. Burgiel supervised debris removal efforts, including permitting of debris processing sites, collection and disposal site monitoring as required by FEMA, review and approval of contractor invoices, and the preparation of project worksheets required by FEMA for federal funding.

TETRA TECH

Ralph Natale
Director, Post Disaster Programs

EXPERIENCE SUMMARY

Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech, Inc. He leads the practice by developing programs, providing daily project support, and providing oversight and guidance on health and safety. Mr. Natale is an expert in Federal Emergency Management Agency-Public Assistance (FEMA-PA) Grant Program reimbursement policies and has administered nearly 70 projects.

Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager in response to some the of country's largest debris-generating disasters, including Hurricanes Katrina, Ike and Sandy. This includes managing and documenting the removal of over 16 million cubic yards (CYs) of debris and 795,000 hazardous trees totaling over $370 million dollars of reimbursed invoices.

FEATURED EXPERIENCE

Subject Matter Expert (Debris Documentation, Program Management, Grant Management)

Mr. Natale has served as a debris documentation specialist and grant consultant for state and local governments during his extensive career in disaster debris industry. This includes serving as a current member of the State of Connecticut Emergency Operations Debris Task Force, where he was activated during the recovery operations following Hurricane Irene and Winter Storm Alfred.

Mr. Natale has also served as a senior consultant and subject matter expert on the following projects:

- Lake County, California | Valley and Butte Fire (September 2015–Present)
- City of Houston, Texas | Hurricane Ike (June 2009–2016)
- Texas Department of Transportation | Federal Highway Administration-Emergency Relief Statewide Training (January–July 2010)
- Boulder County, Colorado | 2013 Floods (October 2013 –2015)

Principal in Charge/Senior Program Manager

As director of post-disaster programs for Tetra Tech, Mr. Natale has focused on developing and improving program management processes. These processes ensure the most efficient methods of managing debris removal programs to maximize federal reimbursement via the FEMA 325, and 327 guidelines. As a senior program manager, Mr. Natale ensures quality control and quality assurance of project managers' deliverables on all Tetra Tech projects, including:

YEARS OF EXPERIENCE

9 Years

AREA OF EXPERTISE

- Program Development
- Documentation Management
- Private Property Debris Removal Programs
- Debris Removal Planning
- Debris Removal Monitoring
- Packet Management
- Geospatial Reporting

GRANT EXPERIENCE

- FEMA PA
- NRCS EWP
- FHWA ER

DISASTERS

- 4240 Valley and Butte Fire
- 4245 TX Severe Storms
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Snow Storm
- 3268 NY Snowstorm
- 1971 AL Tornadoes
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1763 IA Flooding
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- OSHA 40-Hour Asbestos Training
- IS-632: Debris Operations
- HSEEP-Certified
- OSHA Asbestos Health and Safety
- IS-30: Mitigation Grants System
- IS-100, 200, and 700: ICS and NIMS
- IS-630: Intro to the PA Process

California | Valley and Butte Fire (October 2015–Present)
Mr. Natale helped create and implement programs for several projects after the Valley and Butte fires of 2015, which burned over 150,000 acers of forests and destroyed over 2,000 homes, with recovery costs of over $300 million. Each program developed was unique but necessary for the community as a whole to recover. Programs included geospatial live tracking of work completed and equipment deployed; mitigation of hazardous trees from rights of ways and private property that was fully funded by CalOES and FEMA; private property debris removal packet management and database support; and management of a unique mix of environmental scientists and debris specialists to provide documentation for remediation of asbestos and other contaminants left behind, including debris quantities. These clients included Lake County Public Works, CalRecycle (AJ Diani), CalRecycle (Sukut), and PG&E.

State of New Jersey | Hurricane Sandy Disaster Recovery Operations (October 2012–January 2013)
Mr. Natale supported debris monitoring efforts for seven separate municipalities and state agencies following Hurricane Sandy. These clients including but not limited to the City of Newark, City of Sayreville, Ocean Township, and the New Jersey Parks Department.

City of New Orleans; Jefferson Parish; and St. John the Baptist Parish, LA | Hurricane Isaac Debris Monitoring Operations (September–December 2012)
Mr. Natale oversaw the debris monitoring efforts following Hurricane Isaac. During this effort, our team monitored the collection and disposal of over 670,000 CYs of debris. Mr. Natale coordinated with several local governments, including the City of New Orleans, Jefferson Parish, and St. John the Baptist Parish.

Project Management

On large debris projects, Mr. Natale will be temporally relieved of his director duties by senior management support and focus on the management of a single project. As a result, Mr. Natale has managed some of the largest debris-generating projects in the country with great success.

City of Houston, Texas | Memorial Day Floods (May–August 2015)
Mr. Natale designed and incorporated an operational plan to manage debris removal efforts on over 6,000 road miles and 1,000,000 parcels in 60 days. 650,000 yards were collected in the 256 debris zones using City of Houston force account labor and equipment and contractor resources.

City of Houston, Texas | Hurricane Ike Disaster Debris Program Management (October 2008–July 2010)
Our response to the City of Houston following Hurricane Ike included the collection of over 5.5 million CYs of debris in 256 zones throughout the City. This also included 300 parks and open spaces. Mr. Natale also was tasked with managing the firm's largest hazardous tree removal program for the City of Houston. The program involved removing over 214,000 hazardous trees accompanied by 630,000 photographs to document eligibility. Mr. Natale worked closely with the City of Houston Solid Waste and Finance Department to reconcile and provide detailed information of over $110 million in invoices and over $3 million in FHWA funds. Mr. Natale also helped reconcile and submit over $9 million in force account labor.

Mr. Natale has also served as a project manager or operations manager on the following projects:

- Winter Storm Pax | Augusta-Richmond County 2014
- Hurricane Gustav | Iberville Parish, Louisiana, 2008
- Hurricane Gustav | City of Central, Louisiana, 2008
- Hurricane Dolly | Hidalgo County, Texas, 2008
- Winter Storms | Town of North Tonawanda, New York, 2007
- Hurricane Wilma | Collier County, Florida, 2006
- Hurricane Wilma | Naples Airport, Florida, 2005
- Hurricane Wilma | City of Naples, Florida, 2005

TETRA TECH

Oliver Yao

Deputy Director, Post Disaster Programs
Program Manager/Debris Management Technical Advisor

EXPERIENCE SUMMARY

Mr. Oliver Yao serves as the deputy director of post disaster programs for Tetra Tech, Inc. Mr. Yao has over nine years of industry experience in emergency management, response, and recovery. Mr. Yao is responsible for managing project staffing, financials, operations, and safety of the practice. In addition, Mr. Yao is also responsible for the firm's data management and documentation operations, including project oversight, project reporting, contractor invoice reconciliation, and project closeout and audit support. Mr. Yao has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina and Ike. Due to his experience, Mr. Yao also has unique knowledge and understanding of federal grant programs, including the Federal Highway Administration (FHWA) Emergency Relief (ER) Program and Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. This knowledge and experience has aided Mr. Yao in developing and implementing standard operating procedures (SOP) for documentation and data management that assist our clients during closeout and audit.

Mr. Yao also understands all aspects of our automated debris management system (ADMS), RecoveryTrac™. Due to his understanding, Mr. Yao is able to support all aspects of the ADMS handhelds, including field deployment, geospatial reporting, and future enhancements.

This knowledge and experience has aided Mr. Yao in providing local governments across the country with debris management consulting services such as the development of disaster debris management plans (DDMPs), the procurement of debris removal contractors, and the evaluation of debris management sites (DMS). Mr. Yao also has extensive experience assisting Florida communities with debris management services. He was part of the project team that helped develop the first Florida FEMA-approved DDMP for Escambia County.

RELEVANT EXPERIENCE

Senior Management and Data Oversight (May 2015–July 2015)
Hays County; Caldwell County; City of Houston, Texas | Severe Storms, Tornadoes, Straight-Line Winds, and Flooding Program Management
The jurisdictions of Hays County, Caldwell County, and the City of Houston were among the many Texas communities impacted by the torrential rainfall in May of 2015. Tetra Tech was activated by the aforementioned communities to provide program management and disaster debris monitoring services. Mr. Yao served as a senior management and data oversight manager for the Texas projects. He supported the projects by developing health and safety

YEARS OF EXPERIENCE

10 Years

AREA OF EXPERTISE

- FEMA Reimbursement and Audit Support
- Reimbursement Policies and Procedures
- Disaster Debris Management
- Health and Safety
- Data Management
- FEMA-Compliant Disaster Planning
- RecoveryTrac™ ADMS

GRANT EXPERIENCE

- FEMA PA
- FHWA ER

DISASTERS

- 4240 CA Valley Fire
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4145 CO Flooding
- 4155 SD Winter Storm
- 4145 CO Flooding
- 4086 Hurricane Sandy
- 4080 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 Tornadoes
- 1676 MO Winter Storms
- 1665 NY Snowstorm
- 1603 Hurricane Katrina

EDUCATION

Rollins College, Crummer School of Business
Master of Business Administration, 2006

Rollins College
Bachelor of Arts, Economics, 2003

plans and verifying the projects met the project operations, timeline, deliverable, and budget standards for Tetra Tech.

Debris Management Consultant (April 2015–June 2015)

Sarasota County, Florida | Pre-Event Disaster Planning Services

Mr. Yao served as a debris management subject matter expert and assisted Sarasota County, Florida with the development of their scope of services for disaster debris removal services. As part of the County project team, Mr. Yao also assisted in responding to vendor questions and developing an analysis of vendor rates.

Debris Management Consultant (April 2015–September 2015)

City of Winter Springs, Florida | FEMA-Compliant Disaster Debris Management Plan

Mr. Yao assisted the City in developing their first DDMP in 2007. As such, the City requested Mr. Yao's assistance in updating the City plan to meet current FEMA guidelines as well as compliance under the FEMA Public Assistance Alternative Procedures (PAAP) Pilot Program. Mr. Yao collaborated with the City to update their DDMP. Mr. Yao also facilitated a force account workshop to train the City's key staff on updated documentation policies and procedures as they relate to force account labor and equipment.

Debris Management Consultant (March 2015–August 2015)

City of Sarasota, Florida | FEMA-Compliant Disaster Debris Management Plan

The City of Sarasota, Florida requested Tetra Tech's assistance to update their DDMP to meet FEMA requirements under the FEMA PAAP Pilot Program. Mr. Yao assisted the City in updating the City's plan to meet FEMA guidelines as well as industry best practices. As a result, the City's DDMP was approved by FEMA as compliant under the FEMA PAAP Pilot Program.

Senior Management and Data Oversight (May 2014–August 2014)

Blount County; Limestone County, Alabama | Severe Storms and Tornadoes Disaster Debris Program Management

Mr. Yao provided senior management and data oversight to two counties in the State of Alabama following severe storms and tornadoes that affected the area in May 2014. Mr. Yao was responsible for overseeing data management and project deliverables. Mr. Yao also provided the project manager operational and safety guidance.

Data Manager (April 2011–Ongoing)

City of New Orleans, Louisiana | Hurricane Katrina Residential Demolition Program

Mr. Yao served as a data manager and invoice reconciliation analyst for the City of New Orleans. In total, our team has supported the City of New Orleans in monitoring and documenting the demolition of over 1,700 damaged structures following Hurricane Katrina.

Regional Operations Manager (August 2012–December 2012)

City of New Orleans, Jefferson Parish, and St. John the Baptist Parish, Louisiana | Hurricane Isaac Debris Program Management

Following Hurricane Isaac, Mr. Yao served as the regional operations manager, where he oversaw data management and field operations for the 3 projects and 10 sub-programs.

Emergency Management Consultant (September 2007–March 2010)

Escambia County, Florida | FEMA-Compliant Disaster Debris Management Plan

When Mr. Yao is not supporting response and program management activities, he assists in the development of FEMA-compliant DDMP. He was part of the project team that helped develop the first Florida FEMA-approved DDMP for Escambia County.

TETRA TECH

Jeffrey Dickerson

Director of Logistics and Application Systems

EXPERIENCE SUMMARY

Mr. Jeffrey Dickerson has more than 20 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. He is a 20+ year military veteran with skills in leadership, training, and personnel development. As the Director of Logistics and Software Application Systems, Mr. Dickerson is responsible for the planning, deployment, and support of emergency response operations for the firm. Mr. Dickerson has managed numerous large disaster activities with over 1,000 field monitors, coordinated the operation of a round-the-clock data processing centers—some with over 90 personnel, and provided technical support for a debris management database to track the over 1,000 trucks and documentation for over 5 million cubic yards of debris brought to the client's debris management sites (DMS).

Mr. Dickerson has led the development and support of our automated debris management system (ADMS), RecoveryTrac™. RecoveryTrac™ is a certified U.S. Army Corp of Engineers (USACE)-compliant suite of applications and mobile tools designed to simplify the collection of field documentation and increase the overall efficiency of monitoring debris removal efforts. He designed and developed the industry- leading RecoveryTrac™ GIS, which provides best in class reporting and analysis tools along with GIS web service based data feeds enabling direct integration into client GIS and emergency management systems.

Mr. Dickerson will also serve as GIS Specialist, and will be needed to support several functions during debris removal. Mr. Dickerson may be called on to produce maps or overlays as a quality control function of our data manager or project manager as custom reports are requested by the City. This work may also include field audits or analysis of disposal data as needed.

RELEVANT EXPERIENCE

GIS/ADMS Applications Manager (October 2015–Present)

Lake and Calaveras Counties, CA | Wildfire Disaster Debris Private Property Debris Removal (PPDR) Program Management

Mr. Dickerson managed the development and deployment of customized GIS-enabled ADMS technology to automate a private and commercial property hazard removal and demolition program, including environmental remediation sampling. Over 4,000 hazardous tree were removed and 1,000 structures were, demolished generating nearly 100,000 cubic yards of mixed debris. Advanced GIS mapping, document, and data analysis portals were used extensively to document California environmental requirements.

YEARS OF EXPERIENCE

20 Years

AREA OF EXPERTISE

- Mobile and GIS Technology
- Resource Deployment and Tracking
- Readiness Training and Exercises
- Disaster Operations Support
- 20+ Years Military Experience

DISASTERS

- 4240 CA Wildfires
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4115 SD Winter Storm
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- FEMA IS-632, IS-700, IS-922
- MCDBA, Microsoft Certified Database Administrator
- MCSE, Microsoft Certified Network Engineer
- MCT, Microsoft Certified Trainer

EDUCATION

Thomas Edison University
Associate of Science, Nuclear Engineering Technology, 1997

ADMS and Logistics Manager (May 2015–August 2015)

State of Texas | Severe Flooding Debris and Hazard Removal Program Management

Mr. Dickerson managed the logistics and deployment of staff equipment and supplies as well as ADMS technology to 10 county and local clients in a multi-jurisdiction activation, including over 135 handheld devices removing 325,000 cubic yards of flood and household debris. Advanced GIS web services and data information portals were used extensively in managing the hazardous material pickups, road pass clearance, and public information applications.

GIS Field Application Manager (November 2014–May 2015)

City of New Orleans, LA | Hurricanes Katrina Demolition Phase II Program Management

Mr. Dickerson developed and deployed mobile field GIS technology to automate the private property demolition survey and documentation. Custom GIS base workflow automation provided custom form generation from collected field data. Phase II included the survey and demolition of over 375 structures.

GIS/ADMS Application Manager (February 2014–June 2014)

States of Georgia and South Carolina | Winter Storm Pax Disaster Debris Program Management

Mr. Dickerson managed the logistics and deployment of ADMS technology to seven county and local clients in a multi-state activation, including over 265 handheld devices for over 110,000 hazardous limb and tree removals and over 1,000,000 cubic yards of debris. Advanced GIS web services and data analysis portals were used extensively in managing the projects and public information applications.

ADMS Application Manager (August 2012–July 2013)

St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management

Mr. Dickerson managed the logistics and deployment of ADMS technology, including over 120 handhelds units used by the Parish to expedite the recovery process collecting over 225,000 cubic yards of debris. Detailed pickup locations and damage reports were used extensively to keep community leaders informed of progress.

Logistics and Network Operations Manager (August 2011–June 2012)

States of Virginia and North Carolina | Hurricane Irene Debris Removal Monitoring

Following Hurricane Irene, Mr. Dickerson managed the logistics and network infrastructure to support the project work for over 15 state, county, and local clients. His responsibilities included ensuring the availability of application and communication systems to support disaster operations. Logistical responsibilities included arranging travel, accommodations, equipment, and supplies needed to support field operations.

Data Operations Manager (September 2008–September 2011)

City of Houston and Harris County, Texas | Hurricane Ike Debris Removal Monitoring

Following Hurricane Ike, Mr. Dickerson provided IT and logistics support to the City of Houston and Harris County. His responsibilities included IT site support, system setup, end-user training, equipment rentals, and supply distribution.

Data Operations Manager (August 2005–October 2006)

Miami-Dade County, Florida | Hurricanes Katrina and Wilma Disaster Recovery and Debris Management

Mr. Dickerson was responsible for the setup and management of a 90-person data center. Mr. Dickerson provided database technical support to successfully track the documentation for over 5 million cubic yards of debris.

Quality Control Manager (September 2004–October 2007)

Escambia County, Florida | Hurricane Ivan Comprehensive Disaster Program Management

Mr. Dickerson provided quality control and fraud prevention support during Escambia County's debris removal operations. Mr. Dickerson performed volumetric truck certification, DMS quality control monitoring, and roving collection monitor supervision.

TETRA TECH

John Buri

Director, Post Disaster Programs
FEMA Reimbursement Specialist

EDUCATION

Texas State University
Master of Arts, Public Administration, 2002

The University of Texas
Bachelor of Arts, Government, 2000

AREA OF EXPERTISE

- Damage Assessment
- Policy and Procurement
- Debris Management
- Disaster Housing
- Grant Application Development
- Grant Accounting Systems
- Audit Process
- Closeout Procedures

GRANT EXPERIENCE

- FHWA-ER Program
- HUD CDBG-DR
- FEMA PA
- FEMA HMGP

DISASTERS

- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 Colorado Floods
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4022 Tropical Storm Irene
- 4106 CT Winter Storm
- 4064 OK Tornado
- 1969 NC Tornados
- 1931 Hurricane Alex
- 1909 TN Floods
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1735 OK Ice Storm
- 1606 Hurricane Rita
- 1551 Hurricane Ivan
- 1545 Hurricane Frances

YEARS OF EXPERIENCE

14 years

EXPERIENCE SUMMARY

Mr. Buri is a director of post disaster programs for Tetra Tech, Inc., and a member of our senior management team. His experience over the past 14 years includes emergency management planning, disaster mitigation, response, and recovery consulting on behalf of cities, counties, regional planning councils, and state governments. Mr. Buri has performed a role of senior management oversight manager on 16 major disasters declarations for over 100 clients since 2007 representing over $1 billion in disaster related grants. Mr. Buri has a thorough understanding and practical application of industry best-practices and federal guidance governing such efforts including the Stafford Act, Federal Emergency Management Agency (FEMA) Public Assistance (PA), Hazard Mitigation Grant Program (HMGP) and disaster funding strategies for local and state governments. Mr. Buri is also part of our Incident Management Team (IMT) dedicated to responding to our stand-by clients as part of the team deployed to the impacted region prior to or immediately after a disaster, including being present in the client's emergency operations center (EOC) within 24-48 hours after each incident.

RELEVANT EXPERIENCE

Subject Matter Expert/Senior Management Oversight (October 2013-December 2014)

Boulder County, Colorado | Full Services Disaster Grant Management Consulting

Mr. Buri is currently providing subject matter expertise and senior management to Boulder County, Colorado, following the devastating floods that occurred in September 2013. Mr. Buri is providing PA consulting, managing the County's HMGP, and assisting the County with Community Development Block Grant (CDBG) Disaster Recovery (DR) application support. In addition, he is also providing overall management on all debris recovery operational issues for the County.

Senior Management Oversight (February 2014-May 2014)

Counties of Barnwell; Colleton; Dorchester; Hampton; Sumter, South Carolina; City of Sumter, South Carolina; City of Augusta, Georgia | Winter Storm Pax Disaster Debris Program Management

Following the destructive effects of Winter Storm Pax in February 2014, our team was tasked with providing disaster debris program management to numerous communities in the States of South Carolina and Georgia. Mr. Buri was instrumental in the immediate deployment of our team and oversaw all disaster recovery operations, including leaner and hanger removal. In

addition, Mr. Buri worked with each community to ensure that all eligible reimbursement was captured and documented.

Subject Matter Expert/Senior Management Oversight (February 2013-January 2014)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterway Debris Removal Project

Mr. Buri provided subject matter expertise in the development and implementation of numerous protocols and procedures to effectively manage NJDEP's waterways debris removal program. Mr. Buri oversaw the implementation of our automated debris management system (ADMS) technology, which increased NJDEP's visibility to the day-to-day operations and provided real-time reporting of debris quantities. Due to the excellent senior and project management provided by our team, NJDEP then tasked our team with monitoring the sediment removal process in the northern and southern region.

Senior Management Oversight (September 2012-December 2012)

City of New Orleans, Jefferson Parish, St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management

Mr. Buri provided senior management oversight and operational and client support for the debris monitoring efforts following Hurricane Isaac to numerous communities in the State of Louisiana following Hurricane Isaac. During this effort, our team monitored the collection and disposal of over 670,000 cubic yards of debris.

Senior Management Oversight (October 2011-April 2012)

State of Connecticut | Winter Storm Alfred Disaster Debris Program Management

Mr. Buri provided senior management oversight to the State of Connecticut at the state emergency operations center (EOC) for Winter Storm Alfred. He worked closely every day with members from Connecticut Division of Emergency Management and Homeland Security, the Connecticut National Guard, Department of Energy and Environmental Protection, and Connecticut Department of Transportation. This involved advising the State of Connecticut on all debris-related issues during response and recovery from the storms and operational and client support. Mr. Buri assisted in the management of12 individual local governments and 45 communities to collect more than 1.5 million cubic yards of vegetative debris and remove over 100,000 hazardous trees.

Senior Management Oversight/Client Liaison (September 2011–August 2013)

Bastrop County, Texas | Wildfire Disaster Program Management

Mr. Buri provided senior management oversight to Bastrop County's disaster recovery operations following the most devastating wildfires in Texas history. With 1,700 structures destroyed, Mr. Buri was vital in obtaining expedited project worksheets, coordinating directly with FEMA to develop disaster-specific documentation protocols, and orchestrating interlocal coordination with county municipalities, electrical co-ops, and regulatory agencies.

Senior Management Oversight (August-December 2011)

State of North Carolina | Hurricane Irene Disaster Debris Program Management

Mr. Buri provided senior management oversight to the State of North Carolina following the impact of Hurricane Irene and was instrumental in all disaster recovery operations. Mr. Buri oversaw a variety of projects for all 16 of our North Carolina clients, including right-of-way debris removal and disposal, removal of dangerous hanging limbs and leaning trees, residential debris disposal, FHWA debris segregation, and FEMA reimbursement.

Regional Program Manager (September 2008–September 2010)

State of Texas – 78 Total Clients | Hurricane Ike Comprehensive Debris Management Operations and FEMA PA Administration and Management

Following Hurricane Ike, Mr. Buri served as regional program manager and provided senior management for approximately 78 clients in the state of Texas. Mr. Buri was instrumental in the immediate mobilization of our team and provided a full range of services and client support to each client. Mr. Buri also provided management and guidance to each client to ensure they received FEMA reimbursement.

TETRA TECH

Richard Hainje

Senior Advisor, Post Disaster Programs

EXPERIENCE SUMMARY

Mr. Hainje has spent his entire career in emergency management and has been involved in the deployment of almost every disaster over the last 30 years, including hurricanes, tornados, snow storms, and floods. He maintains strong relationships with state and federal partners, serves in a very critical role where he is involved in every stage of the disaster recovery process with every client, and has a deep passion for working with and assisting government entities with Federal Emergency Management Agency (FEMA) guidelines and federal funding. As a member of Tetra Tech's Incident Management Team (IMT), Mr. Hainje is dedicated to responding to our stand-by clients as part of the team deployed to the impacted region and focuses on providing senior management oversight to clients prior to or immediately after a disaster. His extensive experience working with senior first responders as well as local, state, and federal elected officials during times of crisis has included providing full briefings to the president of the United States five times at the scene of major disaster operations.

As former regional administrator of FEMA Region VII for eight years, Mr. Hainje was responsible for the preparedness, response, recovery, and mitigation of all disasters in Kansas, Iowa, Nebraska, and Missouri, and led the region through 60 presidentially declared disasters. Over the last 10 years, Mr. Hainje has supervised major emergency operations in Connecticut, Florida, Mississippi, Missouri, Iowa, Nebraska, and Kansas.

Mr. Hainje was the director of operations for Hurricane Charley, which struck Florida in 2004. He was responsible for the entire Florida operations division, which at the time was the largest deployment in FEMA's history. Following the four hurricanes that struck Florida, Mr. Hainje served as director of emergency housing, which was the largest emergency housing operation in more than a decade.

Due to the devastating effects of Hurricane Katrina in 2005, Secretary Chertoff chose principal federal official (PFO) teams for the 2006 hurricane season. Mr. Hainje was asked by Secretary Chertoff to serve as the deputy Principal Federal Official for the Mid-Atlantic States. Mr. Hainje was involved with every aspect of preparation for all of the states from Georgia to Delaware. Mr. Hainje also led the response, recovery, and mitigation for the historic 2008 Midwest flooding event. At the peak, Mr. Hainje was in charge of over 1,000 FEMA employees deployed to this event, briefed the Midwest governors and the president of the United States, as well as many U.S. senators and congresspersons.

Mr. Hainje is an essential member of Tetra Tech's senior management team and is actively involved in the interaction with every client following every

EDUCATION

Mid American Nazarene University
Bachelor of Arts, Management and Human Relations, 2008

Killian College
Associate of Science, Fire Science, 1994

AREA OF EXPERTISE

- Policy/Government Affairs
- Local, State, and Federal Disaster Response and Recovery Funding
- Post-Disaster Emergency Housing
- Grant Writing, Administration, and Implementation
- Regional Response
- Commodity Distribution
- Homeland Security
- Emergency Management and Response

GRANT EXPERIENCE

- FEMA Public Assistance
- Hazard Mitigation Grant Program
- Community Development Block Grant Program

TRAINING/CERTIFICATIONS

- Incident Command System
- Extensive Chief Fire Officer National Fire Academy Course Work
- Former Emergency Medical Technician

YEARS OF EXPERIENCE

30 years

activation, including being present in Joint Field Office (JFO) and engaging with officers to understand the nature of every disaster.

RELEVANT EXPERIENCE

Financial Recovery Services Projects

Senior Technical Advisor (October 2013-December 2014)

Boulder County, Colorado | Full Services Disaster Grant Management Consulting
Mr. Hainje is currently serving as senior technical advisor to Boulder County, Colorado, following the devastating floods that occurred in September 2013.

Principal in Charge (August 2010 – March 2013)

State of South Dakota | FEMA PA Closeout Services
As principal in charge, Mr. Hainje oversaw the PA closeout contract, which involved closing out over 200 project worksheets related to public utilities.

Principal in Charge (July 2010 – September 2013)

Port of Galveston, Texas | Federal Grant Administration
Mr. Hainje is assisting the Port of Galveston on a number of reimbursement-related issues. With Mr. Hainje's assistance, the Port of Galveston has received more than $40 million in additional federal funding associated with permanent repairs to several of the port's piers following damage from Hurricane Ike in 2008.

Senior Advisor (January – September 2011)

Texas Department of Transportation | Comprehensive FEMA PA and Federal Highway Administration
Mr. Hainje worked with the Texas Department of Transportation (TxDOT) and FEMA to resolve a number of outstanding projects, allowing TxDOT to receive millions in eligible funding.

Senior Management Oversight (February 2013-January 2014)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterway Debris Removal Project
Mr. Hainje was a member of the our staff's IMT for the New Jersey Department of Environmental Protection following Hurricane Sandy, where he met with FEMA officials and state coordinating officers.

Senior Debris Consultant and Advisor (October 2012-December 2012)

State of Connecticut | Hurricanes Irene and Sandy, Winter Storm Alfred Disaster Debris Program Management
Mr. Hainje has assisted the State of Connecticut with debris management as a member of the Interagency Debris Management Task Force (IDMTF) at the state emergency operations center (EOC) for Hurricane Irene, Winter Storm Alfred, and Hurricane Sandy. He worked closely every day with members from Connecticut Division of Emergency Management and Homeland Security, the Connecticut National Guard, Department of Energy and Environmental Protection, and Connecticut Department of Transportation. This involved advising the State of Connecticut on all debris-related issues during response and recovery from the storms. Mr. Hainje was in the EOC working with the IDMTF prior to landfall for Hurricane Irene and Hurricane Sandy.

Senior Debris Consultant and Advisor (October 2012-December 2012)

Multiple Cities and Towns in Connecticut, including the City of Hartford | Hurricanes Irene and Sandy, Winter Storm Alfred Disaster Debris Program Management
After Hurricane Irene, Hurricane Sandy, and Winter Storm Alfred, Mr. Hainje worked directly with Hartford, West Hartford, Manchester, Enfield, Danbury, Greenwich, Fairfield, New London, and several more communities on their debris management activities. Mr. Hainje traveled the state extensively during these operations, working with and advising public officials in more than 25 communities.

TETRA TECH

Phil Ivey
Project Manager

EXPERIENCE SUMMARY

Mr. Phil Ivey has overseen recovery operations in response to some the of country's largest debris-generating disasters, including Hurricanes Sandy, Irene, Ike, Katrina, Wilma, Dennis, and Ivan; the 2013 Boulder County, Colorado floods; the 2006 ice storms in Buffalo, New York; and the Groundhog Day tornadoes that swept through Central Florida in February 2007. He has worked in communities stretching from the Gulf Coast region to upstate New York providing disaster recovery operations to ensure compliance with all Federal Emergency Management Agency (FEMA) and other reimbursement agency regulations. He provides FEMA-related guidance during times of activation based on his extensive experience managing disaster recovery efforts. This includes debris collection and disposal and developing project worksheets to accurately record the data to ensure proper reimbursement, payment reconciliation, and guidance on adhering to local, state, and federal regulations and policies governing debris collection and disposal.

As Project Manager, for Hidalgo County, Mr. Ivey will be responsible for implementation of specific programs tasked by the County through purchase orders. He is also responsible for program oversight, task order preparation, forecasting, and quality assurance. He will also serve as a consistent point of contact for the County's debris managers and will provide a bridge between any preparedness and post-disaster response activities.

FEATURED EXPERIENCE

Deputy Project Manager (May 2015–August 2015)

City of Houston, Texas | Severe Storms and Flooding Disaster Debris Program Management

Mr. Ivey was deployed to the City of Houston following severe storms and flooding that resulted in concentrated volumes of disaster debris in the City (300,000 CYs). Mr. Ivey was responsibilities included program execution and management of over 200 zones within the fourth largest city in the country. He was responsible for recruiting and training of 120 monitors, health and safety program implementation, reimbursement documentation, and overall oversight of the program. Mr. Ivey worked closely with grant managers, FEMA field specialists, and the State of Texas to document and track operations as well as deliver expedient and accurate reporting to key stakeholders.

Deputy Project Manager (March 2014–July 2014)

Boulder County, Colorado | Flooding Disaster Debris Program Management

Mr. Ivey served as deputy project manager for Boulder County, Colorado, following the September 2013 flooding. As deputy project manager, he oversaw the recovery of nearly 10,000 tons of debris. Also unique to this

YEARS OF EXPERIENCE

10 Years

AREA OF EXPERTISE

- Disaster Debris Management
- Right-of-Way Debris Removal
- Disposal Operations
- Private Property Programs
- Hazardous Tree Removal
- FEMA PA Category A documentation and eligibility requirements

DISASTERS

- 4245 Texas severe storms
- 4155 SD Winter Storm
- 4145 Colorado Floods
- 4086 Hurricane Sandy
- 4084 Hurricane Isaac
- 4024 Hurricane Irene
- 1791 Hurricane Ike
- 1780 Hurricane Dolly
- 1735 OK Winter Storms
- 1679 FL Tornadoes
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina
- 1595 Hurricane Dennis
- 1551 Hurricane Ivan

TRAINING/CERTIFICATIONS

- OSHA 510: 40-Hour Construction Safety
- OSHA 40-Hour HAZWOPER
- OSHA 7600 Disaster Site Worker
- OSHA 10-Hour Construction Safety
- NIMS IS-00700

project was the fact that Tetra Tech was contracted by the County to take over monitoring operations from another firm mid-project. Mr. Ivey also assisted in identifying eligible debris in the streams for reimbursement and administrating the program management for the County's demolition project, including filling out all paperwork.

Operations Manager (February 2013–January 2014)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Program Management

Mr. Ivey served as operations manager for the New Jersey Department of Environmental Protection (NJDEP) following Hurricane Sandy, where he managed the NJDEP's vessel recovery operations throughout the state as well as water debris removal for the northern part of the state.

Operations Manager (November 2007-November 2013)

City of New Orleans, Louisiana | Hurricane Katrina Residential Demolition Program

Mr. Ivey's responsibilities included documenting legal authority to demolish properties, which included surveying each structure, securing the legal ownership of nearly 2,000 properties, advising the legal owners of the impending demolition, and documenting the entire process from survey to demolition. The unique demolition project required the identification and tracking of items with archeological significance to the surrounding area. Mr. Ivey's eye for detail for all aspects of the fast-paced demolition project ensured maximum reimbursement from FEMA for the City of New Orleans.

Project Manager (August 2012–November 2012)

St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management

Following Hurricane Isaac, Mr. Ivey served as the project manager and implemented our automated debris management system (ADMS) for the debris removal project. Mr. Ivey was responsible for oversight of household hazardous waste and supervised the private property debris removal program. This project resulted in the monitoring and removal of approximately 225,000 cubic yards of debris for the Parish.

Project Manager (August 2011–December 2011)

Henrico County, Virginia | Hurricane Irene Disaster Debris Program Management

Following Hurricane Irene, Mr. Ivey was responsible for supervising the debris and tower monitors, verifying truck certification, creating schedules for supervisors, and meeting with clients daily for updates on the progress of the debris management program.

Quality Assurance (June 2011–July 2011)

City of Tuscaloosa, Alabama | United States Army Corps of Engineers (USACE) Debris Removal Mission

In 2011, Alabama was impacted by an unprecedented amount of tornadoes during the incident period of April 15, 2011 to May 31, 2011. The historic number of tornadoes and resulting damage resulted in FEMA tasking the USACE with debris removal for 61 local governments within Alabama. Mr. Ivey served on the USACE mission as a Quality Assurance Roving Monitor assigned to the City of Tuscaloosa. His responsibilities included providing quality assurance by inspecting debris loading activities, monitoring site safety, and verifying ineligible debris was not collected.

Deputy Project Manager (September 2008–September 2011)

City of Houston, Texas | Hurricane Ike Disaster Debris Program Management

Mr. Ivey was instrumental in helping the firm to quickly establish debris removal protocols, assign and direct debris haulers to zones, and keep city residents informed of the progress of the debris effort. The debris removal operation was a monumental effort involving approximately 1,000 personnel and the daily removal of 250,000 cubic yards of debris from the city.

Project Manager (April 2011–June 2011)

City of Raleigh, North Carolina | Tornado Disaster Program Management

Following the tornadoes in 2011, Mr. Ivey trained City of Raleigh staff members on debris removal, leaners and hangers, and truck certification. Mr. Ivey also tracked the work completed for FEMA eligibility and updated the client daily on training progress.

Project Manager (July–November 2008)

Hidalgo County, Texas | Hurricane Dolly Debris and Grant Management Services

Mr. Ivey oversaw all project-related activities for Hidalgo County and its 16 cities and maintained a high level of communication between the various county, city, and FEMA officials. Through those relationships and diligent oversight, Mr. Ivey was able to add the removal of hazardous trees, branches, and stumps from many of the Hidalgo County parks. Mr. Ivey was also able to help get most of the vegetative debris recycled rather than burned or taken to a local landfill.

Data Manager and Collection and Disposal Supervisor (September 2005–September 2008)

City of Pensacola, Florida | Hurricane Ivan Disaster Debris Program Management

Following Hurricane Ivan, Mr. Ivey oversaw disaster recovery efforts for the City of Pensacola, including the proper collection and disposal of over 1.3 million cubic yards of debris. He was responsible for the database management of load tickets, approval of debris contractor invoices, and assisting the City of Pensacola with preparing project worksheets for FEMA reimbursement.

Project Manager (June 2008–September 2008)

City of Cedar Rapids, Iowa | Sinclair Property Flood Demolition Monitoring Management

Following the flooding in 2008, Mr. Ivey was responsible for monitoring the daily operations of removing hazardous material from the Sinclair Plant.

Collection and Disposal Operations Manager (September 2004–October 2007)

Escambia County, Florida | Hurricane Ivan Comprehensive Disaster Program Management

Mr. Ivey was responsible for truck certification, hanger/leaner identification, tracking and monitoring debris removal, data entry, contractor invoice reconciliation, and appeals support. He was also responsible for training field debris monitoring crews.

Project Manager (February 2007–April 2007)

Volusia County, Florida | Groundhog Day Tornado Disaster Recovery and Storm Debris Removal

Mr. Ivey was responsible for overseeing the teams monitoring the collection and disposal of approximately 135,000 cubic yards of debris. Mr. Ivey also coordinated the data management process to ensure maximum reimbursement from FEMA.

Project Manager (March 2006–May 2006)

Collier County, Florida | Hurricane Wilma Disaster Debris Program Management

Mr. Ivey and other key members of the project team provided Collier County with daily progress reports, including maps showing beginning global positioning system (GPS) coordinates with pre-photos, daily progress, ending GPS coordinates, and post-event photos. The daily reports included documentation supporting daily debris removal quantities and documentation of the proper disposal of that debris. These reports were discussed at a weekly meeting with representatives from the Natural Resources Conservation Service (NRCS) and Collier County. Mr. Ivey also instructed team members on how to accurately measure work completed in order to ensure maximum reimbursement.

TETRA TECH

Mark Dygert
Operations Manager

YEARS OF EXPERIENCE

3 Years

AREAS OF EXPERTISE

- Disaster Debris Management
- Right-of-Way/Right-of-Entry Debris Removal
- Private Property Programs
- Leaner/Hanger Programs
- FEMA Reimbursement

DISASTERS

- 4245 Texas severe storms
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4115 SD Winter Storm
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires

EXPERIENCE SUMMARY

Mr. Mark Dygert is an experienced professional providing program management services for hazard mitigation emergency preparedness/planning response and recovery. He has managed projects in that states of Texas, Louisiana, Georgia, South Carolina, and New Jersey, where he was responsible for implementing schedules for the contractor and providing client support for Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations and procedures.

As operations manager for Hidalgo County, Mr. Dygert will be responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety, field logistics, and training. He will verify eligibility, compliance, and collection and disposal operations oversight and coordinate directly with our project manager daily with progress reports and on specific issues.

FEATURED EXPERIENCE

Automated Debris Management System (ADMS) Specialist (May 2015–August 2015)

City of Houston, Texas | Severe Storms and Flooding Disaster Debris Program Management

Mr. Dygert was deployed as an ADMS operations manager for the City of Houston following severe storms and flooding that resulted in concentrated volumes of disaster debris in the City. Mr. Dygert assisted in the logistics and technical support of 130 ADMS units used by locally trained monitors to document the collection of over 300,000 CYs of debris. Tetra Tech takes great pride in its ability to support an activation with ADMS services designed to maximize production, and employees like Mr. Dygert are the reason for our success. Mr. Dygert also assisted with daily eligibility oversight and managed the truck certifications of over 300 units.

Deputy Project Manager (March 2014–April 2014)

Barnwell County, South Carolina | Winter Storm Pax Disaster Debris Program Management

Mr. Dygert served as project manager for Barnwell County, South Carolina, following Winter Storm Pax. Mr. Dygert successfully hired and trained approximately 60 field monitors and managed the documentation-intensive process of removing eligible hanging limbs from County roadways. Mr. Dygert was crucial in providing consultation to County officials, establishing reporting protocols and facilitation meetings between FEMA, County representatives, and the County's debris haulers.

Operations Manager (February 2014–April 2014)

City of Augusta, Georgia | Winter Storm Pax Disaster Debris Program Management

Mr. Dygert served as operations manager for the City of Augusta, Georgia, following Winter Storm Pax, where he managed the overall disaster recovery operations, including leaner and hanger removal for the City.

Deputy Project Manager (April 2013–September 2013)

City of Sioux Falls, South Dakota | Severe Winter Storm Disaster Debris Program Management

Following an ice storm in April 2013, Mr. Dygert served as project manager for the City of Sioux Falls, South Dakota. His responsibilities included serving as the point of contact for the City throughout the recovery operations and managing right-of-way collections and leaner and hanger removal programs. Mr. Dygert managed the total debris collection using RecoveryTrac™.

Operations Manager (December 2012–January 2013)

City of Newark, New Jersey | Hurricane Sandy Disaster Debris Program Management

Mr. Dygert served as operations manager for the City of Newark, New Jersey, where he managed the operations for all debris collections and stump removal using our RecoveryTrac™.

Project Manager (November 2012–December 2012)

Borough of Sayreville and the Township of Ocean, New Jersey | Hurricane Sandy Disaster Debris Program Management

Following Hurricane Sandy, Mr. Dygert served as project manager for the Borough of Sayreville and the Township of Ocean, New Jersey. He was responsible for training monitors for right-of-way collections; managing tower monitoring and hazardous leaner, hanger, and stump removal; organizing the staffing of positions; and tracking the progress of the debris collections using RecoveryTrac™.

Operations Manager (August 2012–October 2012)

Jefferson Parish and the Cities of West Bank and Laffite, Louisiana | Hurricane Isaac Disaster Debris Program Management

Following Hurricane Isaac, Mr. Dygert served as the operations manager for multiple areas in Louisiana, where he managed over 80 locally hired debris monitors. He also provided oversight on right-of-way debris removal, and leaner and hanger removal and assisted with private property debris removal applications.

Project Manager (February 2012–June 2012)

Texas Department of Transportation | Drought & Wildfires Debris Removal Monitoring

Mr. Dygert served as operations manager following the drought that affected Texas in September 2011, where he managed all recovery operations, including right-of-way debris removal and leaner and hanger removal.

Operations Manager (September 2011–August 2012)

Bastrop County, Texas | Wildfire Disaster Program Management

Mr. Dygert served as operations manager, where he worked on right-of-entry properties to identify qualified trees for removal after more than 1,600 homes were destroyed following the largest and most damaging wildfire in Texas history.

Section 4: Technical Approach

TECHNICAL APPROACH

PROJECT UNDERSTANDING

Tetra Tech implements a best practices approach to disaster debris monitoring when planning for and responding to debris-generating events. Our team has gained unparalleled experience working on many of the largest Federal Emergency Management Agency (FEMA) Public Assistance (PA) eligible projects, including responses to Hurricanes Katrina, Wilma, Ike, and Sandy. Our team has assisted more local governments with debris monitoring efforts following catastrophic natural disasters than any other firm in the nation. ***Collectively, we have overseen and managed the recovery of over 69 million cubic yards (CYs) of debris on behalf of over 300 public sector clients, resulting in excess of $3.5 billion in reimbursable costs to our clients.***

In addition, our understanding of the Texas Department of Transportation, FEMA, Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), Natural Resources Conservation Service (NRCS), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement will help Hidalgo County to receive the maximum reimbursement allowed following a disaster event.

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the County that we have the extensive experience, understanding, and knowledge of the County to successfully perform all aspects of the scope of work. We are aware of the magnitude and importance of organizing and directing the necessary resources to define and carry out the tasks associated with the scope of work, and we are committed to continuing to provide a consistent and coordinated team to perform these services upon activation. Our project team will dedicate themselves to the County's needs throughout the year, not just during times of activation.

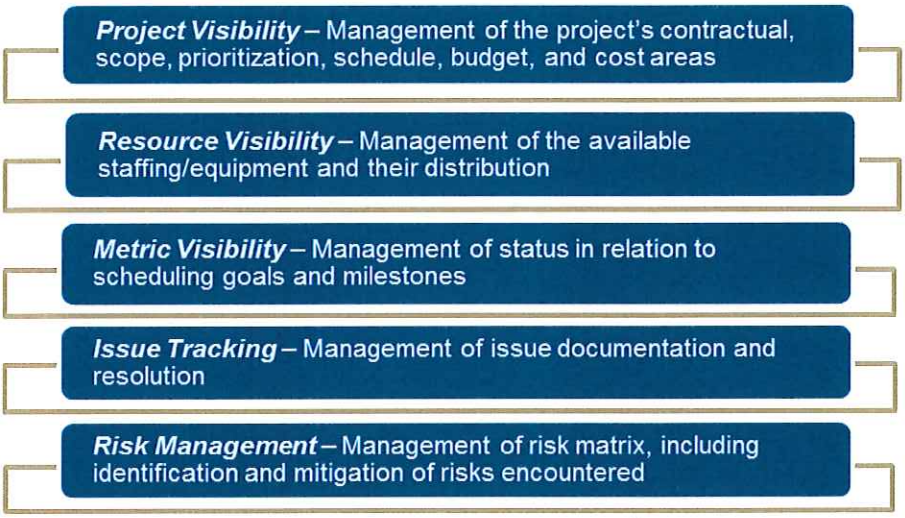
The project approach and work plan provided below will provide the County with a clear description of our approach to the County's proposed project. To summarize, our technical approach below captures our unique capabilities, including the following:

- Our team's ability to provide end-to-end services in disaster preparedness, emergency management, and post-event response and recovery to help state and local governments plan for and recover from natural and human-caused disasters
- Our past experience assisting the County with recovery efforts since Hurricane Dolly in 2008
- A complete project management team that is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations
- A focus on local hires and the ability to hire, train, and support a local team of inspectors that oversee the work being completed in their own communities, with local hires being fully supported with technology and a team of dedicated managers
- Detailed reporting systems and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which will be tailored to the County's data needs

PROJECT MANAGEMENT METHODOLOGY

Our methodology of project management governs both the planning and execution of all project work. The strategy, structure, and staffing requirements for the project organization are based on client expectations and the desired outcome. Tetra Tech's project management methodology enables our team to achieve success despite the unpredictable nature of disasters. Our methodology addresses the project management areas shown in the exhibit below.

Exhibit 4-1: Project Management Areas



These management areas are administered using the established project management procedures and protocols we have developed and refined over the years and numerous disaster activations. Our interactions with our clients are based on best practices that balance the need for direction of operational priority, issue resolution, and relevant information with considerations for the time availability of the client.

Procedures and Protocols

Each phase of Tetra Tech project management has documented procedures that govern the execution to provide ***scalable, consistent, high quality results***. We use a systematic approach with frequent in-process quality checks to execute our project processes. Our general project approach includes tasks in each of the phases: initiation, mobilization, execution, and closeout.

- **Initiation (Pre-Event)**
  - **Annual coordination** – Conduct annual trainings and meetings to plan and test execution protocols and identify potential risks/mitigation opportunities.
  - **Contract review** – Review contracts for understanding of contractual requirements and possible cost savings.
  - **Communication systems checks** – Verify that communication systems function as designed and reporting needs are understood.
- **Mobilization (Immediately Prior to and Following Event)**
  - **Scope, tasking, and budget** – Determine services required, performance metrics, schedule, and budget constraints.
  - **Deployment and resource requirements** – Develop work plan and safety plans. Update risk matrix for work plan specifics.
  - **Staging of equipment and resources** – Coordinate movement of required support equipment/supplies and setup of communication and information systems.
- **Execution (Post-Event)**
  - **On-boarding and training staff** – Conduct suitability for work checks and provide targeted training program based on work and safety plans.
  - **Monitoring** – Supervise field operations, quality assurance/quality control (QA/QC) in-process checks, prioritization of resource management, and project reporting.

  - **Communication** – Conduct status meetings and communicate project metrics and other pertinent information.
  - **Issue tracking/resolution** – Conduct issue identification, staff communication, and resolution tracking.
- **Closeout (Post-Event)**
  - **Documentation deliverable** – Produce and deliver required documentation to support auditing.
  - **Demobilization** – Manage reduction in staff, post-use maintenance, and movement of equipment and supplies.
  - **Audit support** – Provide continued availability of information systems to support closeout information requests.

Client Interaction

Interaction with the client is based on the principles of the National Incident Management System (NIMS). Coordinated project communications coupled with accurate information enables effective decision making. Our implementation of this provides our clients with the benefits of these NIMS principles:

- **Common Operating Picture**
  - Tetra Tech's real-time data sharing information portal allows the client, debris removal contractor, and the monitoring firm to have the same accurate information, which markedly improves their ability to execute efficiently. The result is a much more efficient completion of project objectives.
- **Interoperability**
  - The information portability across disparate systems is the true power of Tetra Tech's client interaction and communication system. It allows integration with existing systems to provide better understanding and coordination among organizations.
- **Reliability, Scalability, and Portability**
  - Documented procedures and protocols enable scalability without loss in fidelity and quality of work product. When in-process quality controls and team cross-training are added, the ability to tolerate faults without affecting outcome is substantially increased.
- **Resiliency and Redundancy**
  - Experience operating in disasters enables Tetra Tech to design systems and processes to be able to withstand loss of infrastructure and key personnel yet maintain client expectations for information. This is accomplished not only in technology design, but in effective procedural protocols and our risk mitigation component.

Tetra Tech's project managers use methods specifically aimed at increasing the success of the team by engaging in ***collaborative problem solving and issue resolution***. By approaching others with professional mutual respect, they form relationships that allow close coordination between the client and other contractors, ultimately improving communication, coordination, and efficiency of the project.

OPERATIONAL SCHEDULE

Based on Tetra Tech's understanding of the County and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with the County. Following an event without warning (such as tornadoes, or flooding), Tetra Tech will begin response at H-0.

Exhibit 4-2: Disaster Debris-Generating Event Operational Plan

Time	Task	Deliverables/Milestones
Preparedness		
Pre-event (normal conditions)	Meet with the County to review plans and documents	▪ Conduct annual pre-event meeting with the County and debris contractor ▪ Review the County's disaster recovery contracts for FEMA compliance ▪ Update critical documents and files, including any GIS files
H-96	Review capabilities and resources	▪ Contact the County and initiate daily conference call ▪ Determine resource requirements from debris model ▪ Review the County's emergency policies and contracts ▪ Establish contact with the County's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract
H-72	Execute responsibilities and activate contracts	▪ Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure ▪ Review protocols for private property, gated communities, and public drop-off sites ▪ Review debris management site (DMS) locations and follow up with the Texas Division of Environmental Quality on permitting procedures ▪ Estimate equipment requirements and DMS capacity to haul and stage debris ▪ Prepare ADMS technology for mobilization
H-48	Monitor storm track and continue preparations	▪ Conduct regular meetings with County staff as requested ▪ Confirm staging location and begin mobilization of resources ▪ Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary) ▪ Review list of priority roads and the operational plan ▪ Obtain GIS files for municipalities that the County will assist with debris removal ▪ Continue to update and gather updates from the County's debris hauler
H-24	Prepare final reports	▪ Save all critical documents and files to the network drive, USB drive, and laptop hard drive ▪ Certify emergency road clearance equipment (in coordination with the County's debris hauler) ▪ Determine emergency road clearance priorities
H-0	ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT	
Response		
H +24	Emergency push	• Receive notice to proceed with not to exceed • Begin emergency push • Maintain time and materials (T&M) logs for push equipment • Coordinate with the County to conduct preliminary damage assessments and road closures (if requested) • Supervisors report to pre-designated locations and prep staff on project • Begin establishing ADMS infrastructure • Begin recruiting and training monitors, project coordinators, and data staff • Initiate opening of DMS locations • Follow up with the Texas Commission on Environmental Quality (TCEQ) on debris permits (if required) • Work with the County to establish public information protocols to respond to concerns and comments

Time	Task	Deliverables/Milestones
H +48	**Emergency push/ damage assessment**	• Continue emergency push • Continue preliminary damage assessment • Develop debris cost estimate required for presidential disaster declaration • Develop operational plan for disaster-specific issues • Refine health and safety plan for disaster-specific issues
H +72	**Disaster debris vehicle certification/ site preparation**	• Begin hauling truck certification • Install ADMS tower monitor infrastructure • Train monitors on policies, ADMS, and safety • Open public drop-off sites as requested
H +96	**Begin debris collection monitoring**	• Assign monitors to trucks • Assign supervisors to monitors • Hold morning and afternoon meeting with County staff and debris hauler • Implement QA/QC procedures
Recovery		
Week 1+	**Right-of-way (ROW) debris collection monitoring**	• Continue ROW collection • Address household hazardous waste (HHW) issues (if critical) • Issue daily reports/GIS maps • Hold daily meetings with the County, hauler, and/or State/FEMA as required • Staff citizens debris management hotline (if requested) • Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	**Data management and invoice reconciliation**	• Provide ADMS reports and real-time monitoring access • Establish client GeoPortal to provide insight into project progress • Review truck metrics provided by RecoveryTrac™ • Initiate weekly reconciliation • Initial payment recommendations with retainage
Week 1+	**Reimbursement support/grant administration (FEMA, NRCS)**	• Prepare damage/cost estimates • Compile supporting documentation (debris permits, debris contracts, etc.) • Liaise with FEMA Region 6, Texas Division of Emergency Management, U.S. Army Corps of Engineers (USACE), etc.
Week 2+	**Special projects (if required)**	• Waterway debris removal • Private property debris removal (PPDR) • Public drop-off sites • HHW • Mud/silt/sand removal (from storm drains, ditches, etc.) • Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Week 3+	**Financial recovery assistance staff engaged (if requested)**	• Facilitate kickoff meetings with primary stakeholders • Draft a PA work plan • Conclude/review preliminary damage assessments • Gather documentation for project worksheet (PW) development • Identify opportunities for mitigation • Conduct site visits
Project	**Document**	• Final reconciliation

Time	Task	Deliverables/Milestones
completion	turnover/closeout	• Retainage release • Release hard copy files • Provide electronic database • Assist with PW development • Assist the County with long-term reimbursement • Audit assistance • Appeal support if necessary

RECOVERYTRAC™ AUTOMATED DEBRIS MANAGEMENT SYSTEM – TETRA TECH'S ALTERNATIVE TO PAPER TICKETING

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, our team has spent years on research and development in an effort to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. ***Our proprietary ADMS technology, RecoveryTrac™, meets USACE specifications for electronic debris monitoring***, provides real-time collection of data, and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program. ***Tetra Tech has also implemented RecoveryTrac™ ADMS technology on the last 32 FEMA PA eligible projects.*** On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

RecoveryTrac

- Owned and operated by Tetra Tech
- Over 800 mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support County priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

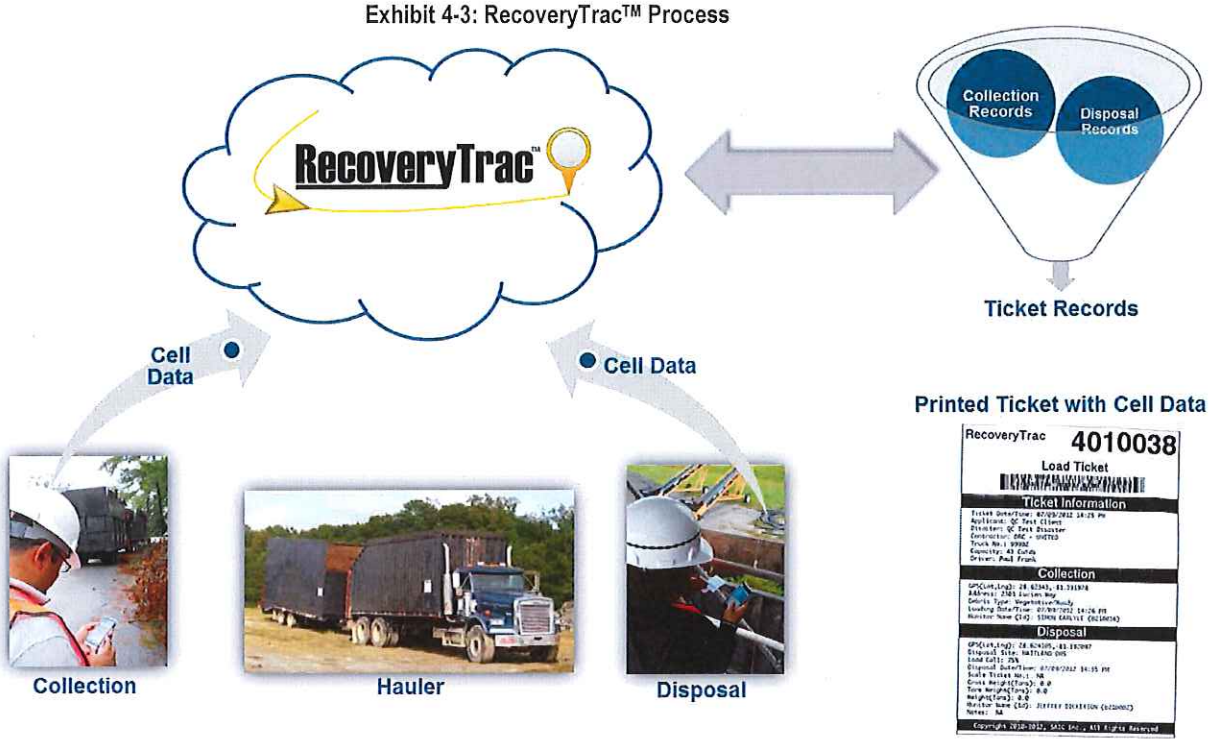
The RecoveryTrac™ Process

The process begins with debris hauler truck certification using the handheld units. A truck certification form is printed with a unique electronic bar code and provided to the driver as well as our debris site/tower monitor(s). Handheld units are provisioned and assigned to both field and debris site/tower monitors. Field monitors begin a ticket by scanning the truck certification bar code to open a control ticket and then begin to record waypoints (debris pile pickup locations) on the handheld as the truck is loaded. When the truck is full, the field monitor selects the debris type, and scans the control ticket to assign the load a unique number. The truck then proceeds to the disposal site. The collection data is uploaded to a server via cellular connection, and using a process called *Look Ahead*, the collection ticket information is made available to the disposal monitor's handheld before the truck arrives. The control ticket is provided to the driver and taken to the DMS where it is scanned by a debris site/tower monitor. The debris site/tower monitor confirms the truck and debris type and enters the load call. Finally, the disposal load ticket is printed and data is uploaded to the system where it can be utilized in real-time reporting systems.

Even when there is no cellular connection, the handhelds continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are restored the device automatically uploads the stored ticket data. ***Even under***

the harshest conditions where cellular service is not available, RecoveryTrac™ was built to comply with U.S. Army Corps of Engineers (USACE) specs using Near Field Communication (NFC) and internal memory to protect and transfer data. Exhibit 4-3 shows the RecoveryTrac™ process under normal operating conditions.

Exhibit 4-3: RecoveryTrac™ Process



Key Benefits of RecoveryTrac™

Ability to Respond. Combined with the on-hand inventory of over 800 handhelds and the ability to rapidly procure additional equipment through preferred vendor relationships, the County can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. ***The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed,*** and additional needs can be met quickly (in most cases, 72 hours or less).

Our team deployed nearly 200 ADMS units in the field following Winter Storm Pax in Georgia and South Carolina. The use of RecoveryTrac™ reduces data entry costs and provides real-time project tracking reports to our clients.

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. RecoveryTrac™ combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Reliable and Stable. Based on the Android operating system, RecoveryTrac™ is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

Technical Support. RecoveryTrac™ is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition,

we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Real-Time Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damage, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within RecoveryTrac™ provide real-time information that raises the bar for post-disaster project management.

In summary, our combined program management approach and RecoveryTrac™ solution will provide day-one, boots-on-the ground services for Hidalgo County immediately after a disaster.

TIME AND MATERIALS

The emergency push period begins immediately following an event. Debris removal contractors coordinate with County crews to clear blocked roadways for emergency vehicle passage. Tetra Tech is prepared to assist during the push period by providing the following services:

- Documenting blocked roads that require immediate clearance
- Administering the sign-in and sign-out of labor and equipment to track T&M charges
- Helping staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Maintaining documentation for reimbursement of emergency push work

VEHICLE CERTIFICATION

Tetra Tech has a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement for our clients. Tetra Tech's ADMS technology, RecoveryTrac™, will be used to electronically certify all trucks used in an activation. Benefits of using the mobile truck certification application include ***electronic volume calculations***, instantaneous upload to the RecoveryTrac™ database to allow immediate quality assurance (QA)/quality control (QC) checks to verify the truck certification calculations, and automated photo-matching of truck and driver photographs to the truck. The truck certification application allows us to complete truck certifications in ***30% less time than with a paper-based system***.

Exhibit 4-4: Truck Audit Report


RecoveryTrac Truck Certification Audit Report — Trucks Certified On: *All

AUGUSTA - WINTER STORM PAX - ROW COLLECTION - Truck Certification Summary

	Tot Trucks Certified	Tot Certified Capacity	Avg Certified Capacity
Contractor: ASHBRITT	167	6961	41.68

Contractor: ASHBRITT

N/A 700373 61 02/27/2014 11:02 AM ACTIVE 26B2WR (MO) SELF-LOADING TRUCK

Primary Box (L x W x H): 216x102x102 = 2247264.0 Cu Inches (+)
Type: Box (L x W x H): 70x102x64 = 456960.0 Cu Inches (+)
Type: Box (L x W x H): 48x102x28 = 137088.0 Cu Inches (+)
Total Volume: 2841312.0 Cu Inches (/46,656) = 60.90 CuYds

Driver-Placard View | Side View | Back-Interior View | Front View

Our disaster debris vehicle certification procedure includes the following:

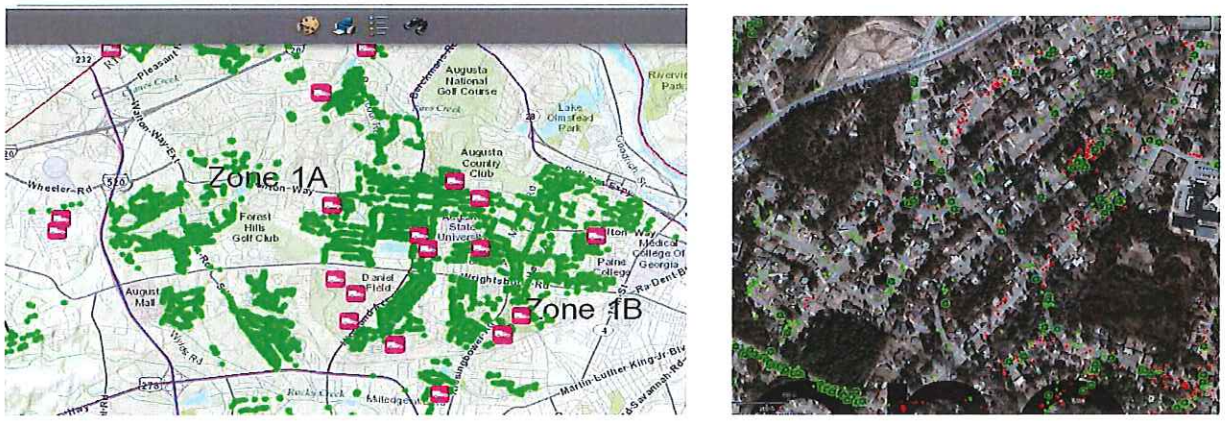
- Generation of unique truck numbers for contractor crews and equipment
- Automated truck certification form, which includes the latest FEMA guidelines on truck certification documentation and volume calculations, and a bar code for automated ticket scanning
- Special vehicle notations on the truck certification form and vehicle placard, which inform tower monitors of sideboards, tailgates, or other modifications, thus discouraging debris removal contractors from fraudulently altering vehicles after certification
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

RIGHT-OF-WAY COLLECTION REPORTING

Our ADMS technology in debris monitoring allows the County to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

At each debris collection point, the field collection monitor marks the "waypoint" or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

Exhibit 4-5: Waypoint Collection/Hazardous Tree Maps



An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated in Exhibits 4-6 and 4-7.

Exhibit 4-6: Monitoring Locations

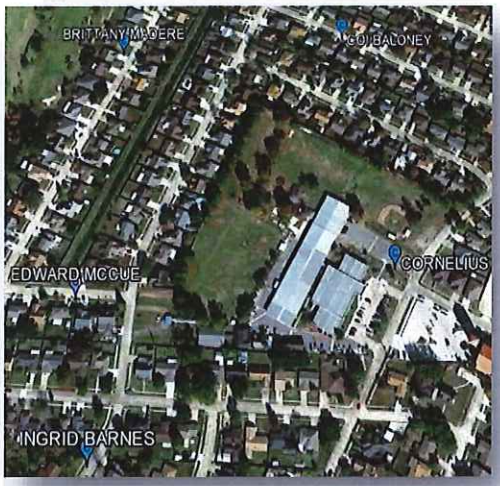
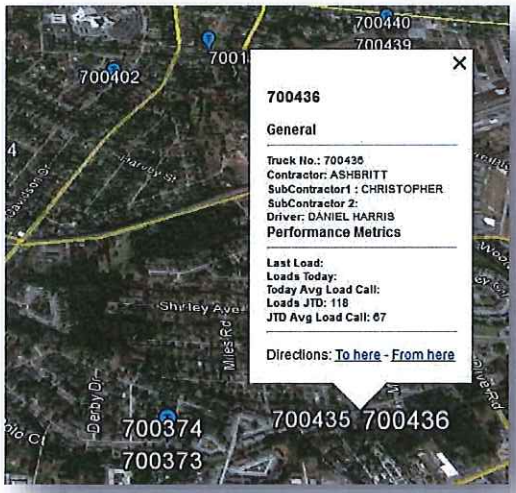
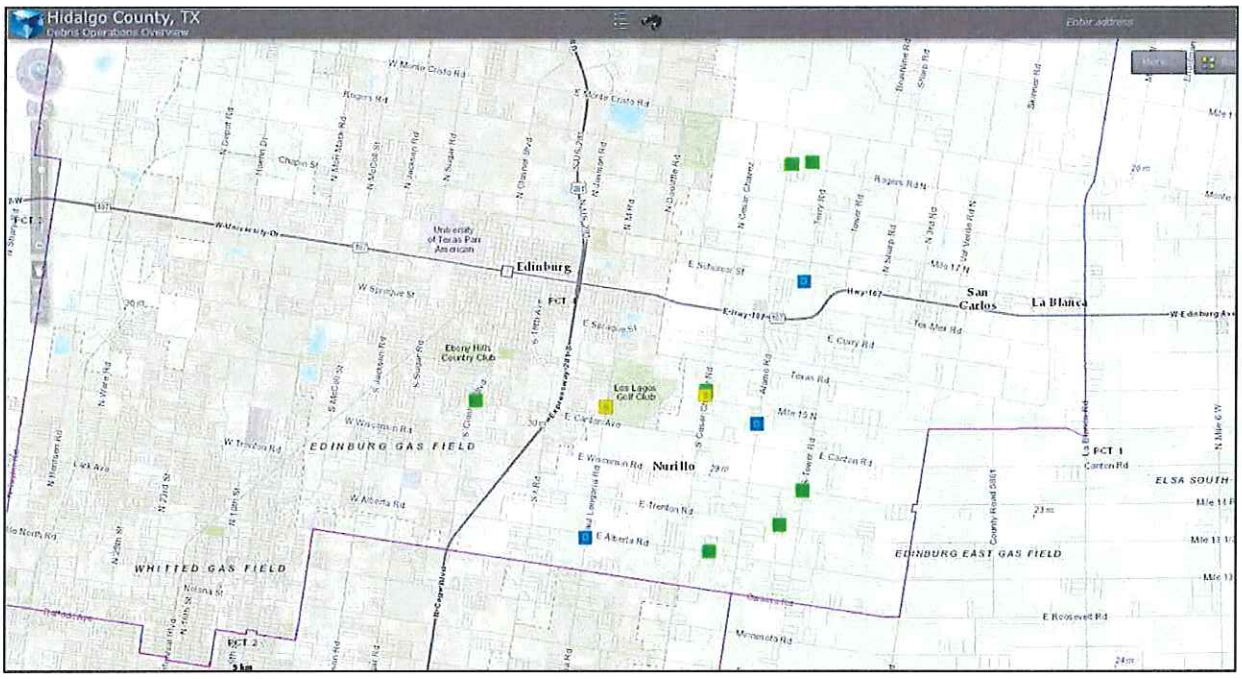


Exhibit 4-7: Truck Locations



Through our experience working with the County to support the monitoring and documenting of water relocation services, RecoveryTrac™ can also support real-time reporting of water relocation work. In Exhibit 4-8, the green "C" represent collection monitors staged at water collection points, the blue "D" represent monitors verifying water discharge at locations designated by the County.

Exhibit 4-8: Water Relocation Monitoring



FIELD OPERATIONS

The Tetra Tech debris monitoring program includes the following:

- **Operations.** Field collection monitors report to a staging location prior to the commencement of daily operations for a briefing to be given by the project manager or field supervisors and the distribution of safety gear (for example, caution lights or safety vests), map books, and ADMS handheld units/debris tickets.
- **Deployment.** A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazard removals per day).
- **Field Supervision.** Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues in the field.
- **Responsibilities.** Field monitors will verify the proper loading of debris into the debris removal contractor's certified loading container. Monitors will document that contractors and their subcontractors adhere to local, state, and federal regulations and that they are working safely and efficiently. Field monitors often notice inconsistencies with debris removal procedures and submit them to their supervisors. If a field monitor feels there is justifiable need to stop operations, the monitor is instructed to refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor can be called in to determine the appropriate action.
- **Work Scheduling.** Tetra Tech will coordinate with the debris removal contractor's project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m. This will verify the appropriate number of field monitors is dispatched.

- **Daily Closeout.** At the close of operations each day, all collection and disposal monitors will report to the staging area to clock out and turn in their ADMS handheld units.
- **Contractor Completion.** Tetra Tech will assist the County in completing the project efficiently and within the timelines set forth in the RFP. There are many aspects of debris removal that are outside of the monitoring firm's control but will still need to be managed. Tetra Tech will assist the County with managing these goals, including the following:
  - The ability of a debris contractor to respond with sufficient equipment will affect the proposed schedule. Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.
  - Leapfrogging by the contractor (cherry picking work being performed) is detrimental to the efficiency of operations and will be reported.
  - Invoices by the contractor need to be produced in a timely manner so that Tetra Tech can reconcile in a timely manner. Tetra Tech will work to make the contractors aware of an appropriate time frame for invoicing and will communicate with the County if deadlines are not being met.
  - Deadlines for collecting debris are set to correspond with the work schedule that is based on estimated work to be completed. As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with County officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the County to refine timelines and support an expeditious recovery for the County.

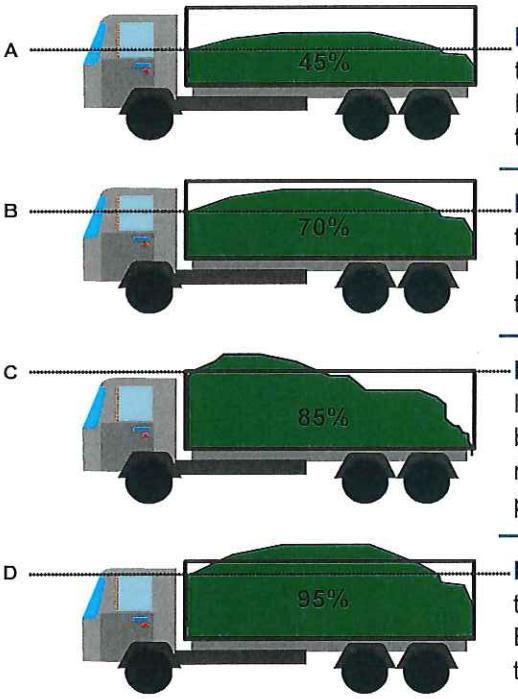
DEBRIS MANAGEMENT SITE MONITORING

Response to debris-generating events requires locating DMS, emergency permitting of DMS (including debris burning and State regulatory permits), baseline soil testing before the DMS are opened and as part of remediation process, and recycling and diversion initiatives once the reduced vegetative debris is collected and processed. Tetra Tech has had significant experience assisting local governments in Texas with pre-permitting DMS before a disaster event as well as post-disaster permitting.

As DMS are activated, Tetra Tech will provide a minimum of two disposal monitors per site. Staffing numbers may also increase or decrease, depending on site layout. Tetra Tech verifies hauler passes through the DMS and documentation remains accurate and complete with several daily audits by project operations managers and supervisors to verify load call accuracy and consistency. Specific documentation kept by Tetra Tech DMS disposal monitors includes the following:

- **Load Ticket.** The load ticket is used to document debris removal complying with all requirements of FEMA.
- **Disposal Monitor Log.** The disposal monitor log is used as backup documentation and requirements of FEMA.
- **Scale Manifest Tickets.** If the debris hauling contract is weight-based, tickets generated by the existing scales at the County's DMS will be digitized and cataloged by Tetra Tech.
- **Incident Report.** Documenting property damage, arguments, unsafe practices, and personal injury.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a DMS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

Exhibit 4-9: Load Call Estimate Examples



Example A – The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.

Example B – The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.

Example C – The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.

Example D – The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.

RESIDENTIAL DROP-OFF SITES

To provide documentation to FEMA that supports reimbursement of debris brought by the County's residents to residential drop-off sites and proves the debris is not commercial, the County will have to monitor each site and screen citizens who enter. Tetra Tech is prepared to support the County by assisting with this task if needed.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

The use of our ADMS technology expedites the QA/QC process and virtually eliminates ticket errors that can result from traditional manual (paper and pen) debris monitoring operations.

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and virtually eliminates ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates – this is automatically logged. Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process rather and correct issues as they appear.

For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the County.

Exhibit 4-10: Missed Piles Tracking



FRAUD PREVENTION

Several Tetra Tech practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At DMS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud Prevention Reports are also run on a daily basis to look for any data anomalies that may be a result of fraud. The Load Call Report shows all load calls for a given day/monitor to verify no trucks are receiving extraordinarily high load calls. The Load Ticket and Unit Rate Daily Ticket Reports determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The RecoveryTrac™ system also has project controls built in to alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

- **Truck Turn-Around-Time.** The time between last pickup location and arrival of a truck at the DMS is tracked. A time that is too short may be indicating the debris hauling truck not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to confirm debris pickup remains within the eligible bounds of the County.
- **Debris Type.** If a ticket in which the debris type collected differs between what the collection monitor and disposal report the load as is flagged for review.

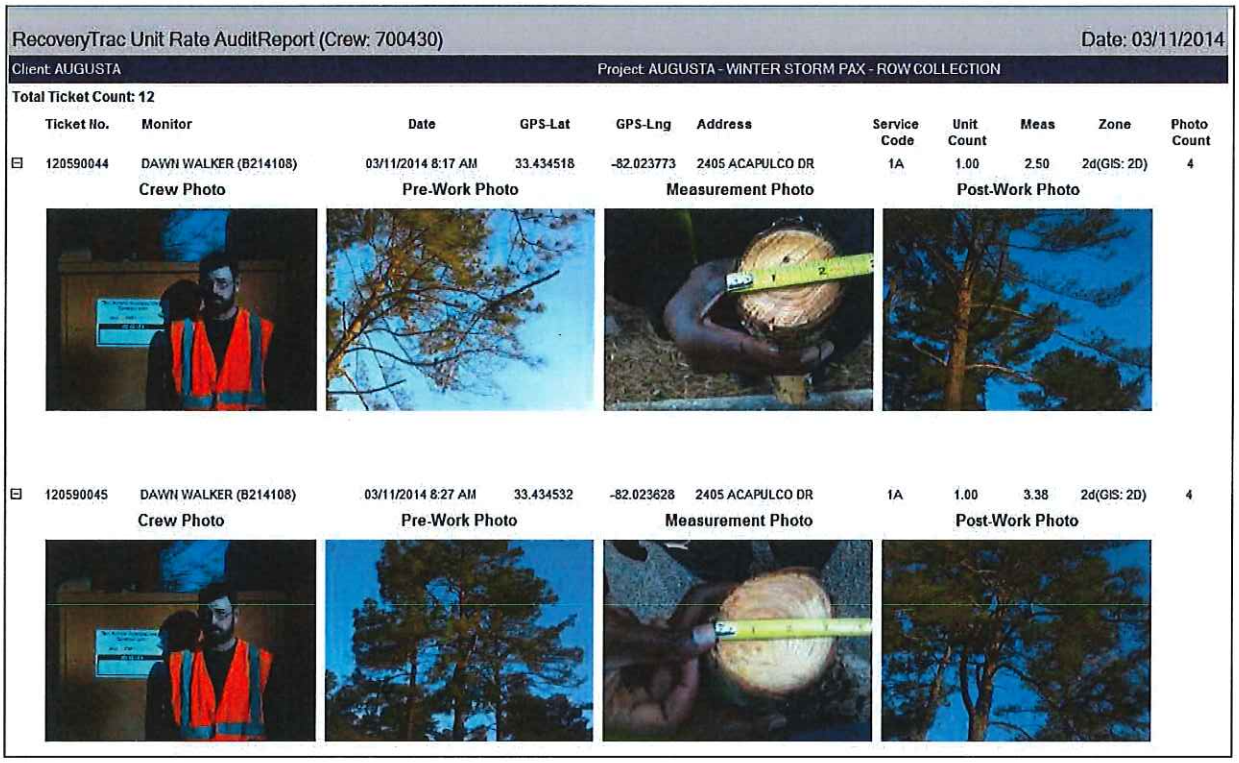
HAZARDOUS TREE REMOVAL

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech can utilize ADMS

technology to automatically associate photographs for all hazardous tree and hanger removal operations which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the County's contractual agreement with the contractor.

Exhibit 4-11: Real-Time Ticket Report



RecoveryTrac Unit Rate AuditReport (Crew: 700430) Date: 03/11/2014

Client: AUGUSTA Project: AUGUSTA - WINTER STORM PAX - ROW COLLECTION

Total Ticket Count: 12

	Ticket No.	Monitor	Date	GPS-Lat	GPS-Lng	Address	Service Code	Unit Count	Meas	Zone	Photo Count
⊟	120590044	DAWN WALKER (B214108)	03/11/2014 8:17 AM	33.434518	-82.023773	2405 ACAPULCO DR	1A	1.00	2.50	2d(GIS: 2D)	4

Crew Photo | Pre-Work Photo | Measurement Photo | Post-Work Photo

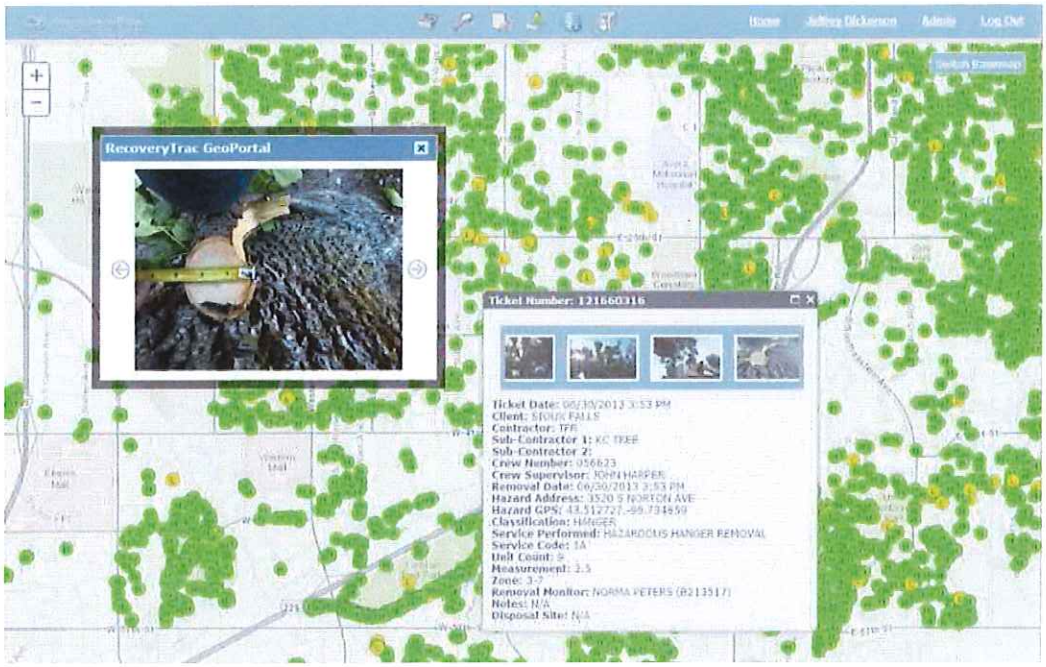
⊟	120590045	DAWN WALKER (B214108)	03/11/2014 8:27 AM	33.434532	-82.023628	2405 ACAPULCO DR	1A	1.00	3.38	2d(GIS: 2D)	4

Crew Photo | Pre-Work Photo | Measurement Photo | Post-Work Photo

UNIT RATE TICKET GEOPORTAL REPORT

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Exhibit 4-12: Unit Rate Ticket Map



PUBLIC INFORMATION

Following a disaster event, citizens will look to the County for direction regarding the debris removal process and project progress. Tetra Tech is uniquely prepared to assist the County in developing a means for County residents to call for inquiries regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and is prepared to help the County establish and staff (including supplying equipment, phone lines, etc.) a debris hotline to respond to public inquires and concerns.

INCIDENT REPORTING

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the County, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to County representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the County. Additionally, the incident map developed

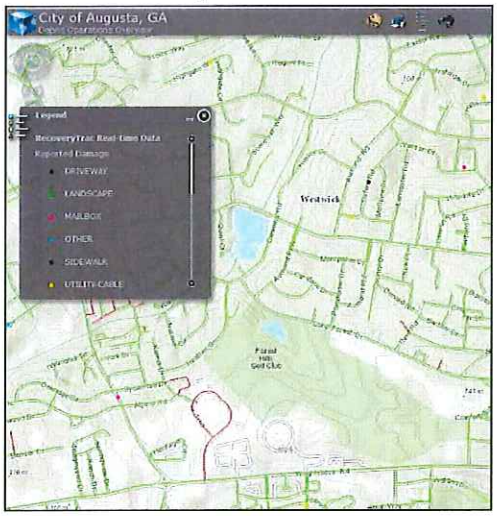
from the collection information is essential to quickly identifying unresolved contractor damage before the completion of the program.

Exhibit 4-13: Incident Report

Incident Database



Incident Map

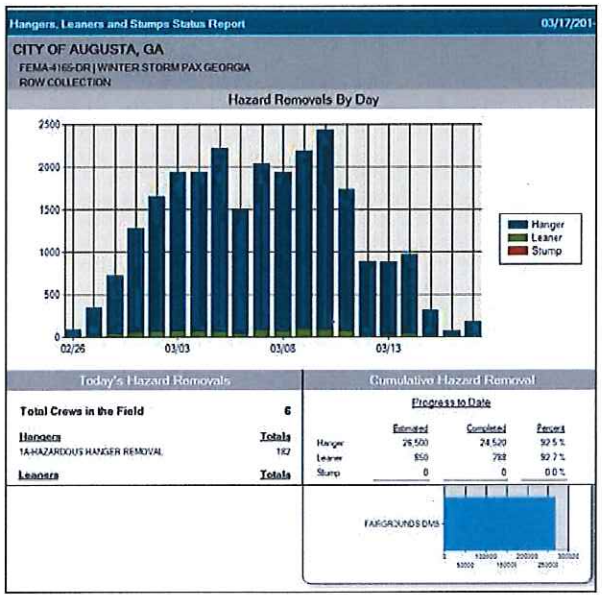


Daily Reporting Metrics

Tetra Tech has a suite of reports that are automated from RecoveryTrac™ and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the County, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and have a history of providing tailored reports to any metrics not captured in the generic reports.

Exhibit 4-14: Sample Custom Reports Developed





CONTRACTOR RECONCILIATION

RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

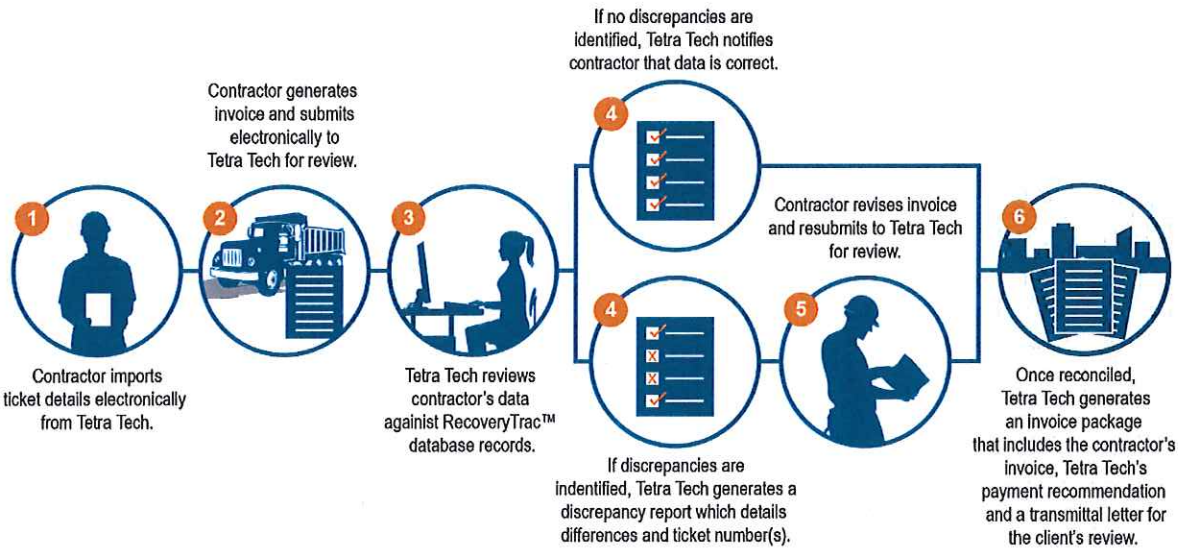
To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the RecoveryTrac™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor.

Next, Tetra Tech meets with each primary debris contractor to review the debris contractor project reports that will be generated automatically via RecoveryTrac™. The debris contractor project reports will provide the debris contractors with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the client. The debris contractor is given a report login, which enables them to access the data remotely. They may run the report for a specific date or a range of dates.

Tetra Tech conducts several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruences in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

The step-by-step process for contractor invoice reconciliation in a RecoveryTrac™ project is outlined below:

Exhibit 4-15: Contractor Invoice Reconciliation Process



MONITOR TRAINING PROGRAM

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the County. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Qualifying tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project Managers,

data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

Health and Safety

Tetra Tech's employees are the foundation of our business, and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Industry metrics for our 2015 health and safety performance are provided below:

- US Experience Modification Rate (EMR) of 0.77
- 2015 Enterprise-Wide Total Recordable Injury Rate (TRIR) 0.72
- 2015 Enterprise-Wide Lost Workday Incident Rate (LWDIR) 0.14

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration Disaster Site Worker course and have their 10-hour Construction Safety Certification. During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular "tailgate" safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

EMERGENCY MANAGEMENT PLANNING AND TRAINING

In addition to response and recovery services, our team is one of the nation's premier emergency preparedness firms, with a staff of industry experts located throughout the United States. Our team members are recognized leaders in preparedness, having performed hundreds of planning, training, and exercise projects for local, state, and federal agencies, quasi-governmental organizations, institutions of higher education, private sector businesses, and non-profit organizations. Many of our team members have previously served as state and local emergency managers and are acutely aware of how important planning and training are to maintaining an optimal level of readiness. Since 2001, our team has conducted over 300 emergency preparedness projects while ensuring compliance with current local, state, federal, and industry standards. Listed below are the preparedness programs Tetra Tech can offer.

- **Continuity of Operations, Continuity of Government, and Business Continuity Planning.** Tetra Tech understands residents expect their government to protect the safety and security of the community. A continuity plan effectively facilitates the performance of mission essential functions during an emergency and supports effort to provide critical services in a timely manner. Tetra Tech has developed continuity of operations, continuity of government, and business continuity plans for state agencies, local jurisdictions, and private sector businesses across the country that align with the standards in the Department of Homeland

Security's Federal Continuity Directive and Continuity Guidance Circulars. Continuity planning provides the interim process and alternate methods for continuing critical government services during disruptive incidents.

- **Cybersecurity Planning.** Cybersecurity and related services are a focus area for Tetra Tech. Tetra Tech provides cybersecurity services for a number of U.S. Federal clients, including contracts that require cleared personnel at the Secret and Top Secret level. Tetra Tech has deep understanding of the application of U.S. Federal information assurance and cybersecurity standards, including Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs), National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Recommended Security Controls for Federal Information Systems and Organizations, and NIST SP 800-37 Guide for Applying the Risk Management Framework to Federal Information Systems. Our blended team of cybersecurity experts and emergency management planners can provide support to develop plans, policies and procedures that address vulnerabilities and provide solutions to detect, prevent and mitigate impacts.
- **Disaster Debris Management Planning.** Tetra Tech uses a field-tested approach to develop disaster debris management plans (DDMPs). Our staff develops and implements DDMPs alongside our local government clients prior to and following a disaster. Our experience has demonstrated that pairing client personnel with Tetra Tech emergency management experts provides significant benefits, such as facilitating an understanding and acceptance of work products and deliverables and providing exposure to key concepts described in the plan. Increased understanding of disaster debris management planning strengthens a client's ability to maintain and implement their plan.
- **Emergency Operations Planning/Comprehensive Emergency Management Planning.** Understanding and managing the risks of operating in an area that is vulnerable to natural and human-caused hazards is a complex challenge. Tetra Tech develops resilient and robust all-hazard emergency operations plans and comprehensive emergency management plans that will help guide response effectively and efficiently to emergencies. The plans comply with applicable local, state, and federal guidelines, and industry standards applicable to emergency planning.
- **Incident-Specific and Function-Specific Planning.** In addition to an all-hazards emergency operations plan, communities often need more detailed operational level plans for specific types of incidents and emergency functions. These types of plans provide more detailed instructions for operational and tactical level procedures and often include checklists, flow charts, and job aids. Tetra Tech has the expertise to develop a range of incident and function-specific plans including:
  - Active Assailant
  - Chemical, Biological, Radiological, Nuclear, and Explosives
  - Communication
  - Earthquake
  - Evacuation
  - Finance and Administration
  - Family Reunification and Assistance
  - Flood and Riverine
  - Hazardous Materials
  - Hurricane Operations
  - Infectious Disease
  - Information Technology Disaster Recovery
  - Mass Care and Sheltering
  - Mass Casualty and Fatality
  - Public Information
  - Severe Weather
  - Recovery
  - Terrorism
  - Tornado
  - Volunteer and Donation Management
  - Wildland Fire
- **Hazard Mitigation Planning.** As a leader in mitigation, disaster readiness, and emergency response and recovery planning for state and local governments, Tetra Tech supports clients in all phases of hazard mitigation planning, including organizing and coordinating vital resources, performing risk and vulnerability assessments, developing mitigation plans and strategies, implementing those plans and strategies, and monitoring their progress. A well-developed hazard mitigation action plan (HMAP) provides a framework for streamlining the disaster recovery process and prioritizing mitigation interventions. It makes communities less vulnerable to the effects of an event and ensures a more secure, sustainable future. Tetra Tech can assists

with assessing local and regional hazards and risks, establishing mitigation goals and objectives, and identifying projects that enable the jurisdiction to prepare for and reduce the impacts of a natural or human-caused disaster by developing a comprehensive mitigation strategy.

- **Public Health Preparedness.** While state and local public health agencies have made strides in developing capacity to prepare for and respond to public health incidents, the 2009 novel H1N1 influenza event and the recent Ebola event demonstrated our nation's continued vulnerability to widespread public health emergencies. Recognizing this, the Centers for Disease Control and Prevention (CDC) developed 15 public health preparedness capabilities that define standards for public health preparedness and response. The 15 public health preparedness capabilities. Tetra Tech can assess provide assistance to address broad public health preparedness and response measures, including bio-surveillance, community resiliency, countermeasures and mitigation, incident management, information management, and surge management. Our staff of public health subject matter experts, emergency preparedness, and response professionals can help build or enhance the ability to achieve each of the public health preparedness capabilities.
- **Threat, Vulnerability, and Risk Assessment.** Conducting an assessment of potential threats, risks, and vulnerabilities is one of the first steps in developing a viable emergency preparedness plan. The community needs to have a deep understanding of their risks in order to properly prepare for an incident. Tetra Tech uses several approaches to developing a broad range of assessments from basic community risk profile to a more in-depth Threat and Hazard Identification and Risk Assessment (THIRA) depending on the needs of the community. Tetra Tech can provide assistance with the following:
  - Desktop analysis of risks and vulnerabilities based on data collection, demographics, and survey analysis
  - Hazard and threat analysis using HAZUS-MH building stock and other modeling techniques
  - Community economic assessment using use census data and ESRI Business Analyst
  - Scenario study using outputs from hazard and threat analyses
  - Risk comparison by overlaying the risk assessment and the scenario study
- **Training and Exercises.** Tetra Tech can provide comprehensive training and exercises for our debris monitoring clients. Our training and exercises include realistic scenarios based on our experience responding to many of our nation's most challenging disasters. We provide detailed case studies of local government responses to disasters and the challenges they had to overcome. Tetra Tech develops and conducts in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and exercise facilitators are HSEEP-trained. Exercises include an after action report and improvement plan to document lessons learned and establish corrective actions. Tetra Tech offers the following training and exercise services:
  - Web-Based Training Modules
  - In Classroom Training
  - Train-the-Trainer Sessions and Classroom Materials
  - Incident Command System Training
  - Emergency Operations Center Training
  - Seminars and Games
  - Workshops
  - Tabletop Exercises
  - Drills
  - Functional Exercises
  - Full-Scale Exercises

FEMA PUBLIC ASSISTANCE CONSULTING SERVICES

As one of the nation's premier providers of hazard mitigation, emergency preparedness, and response and recovery services, Tetra Tech is dedicated to helping our clients plan for, respond to, and recover from natural and human-caused disasters. Tetra Tech maintains a multidisciplinary staff with experience in disaster response and recovery, grant administration, and emergency management. Many are first responders, former state and local emergency management directors, and consultants who have been at the forefront nationally in developing

strategies and plans in support of the U.S. Department of Homeland Security's (DHS) National Recovery Goals. ***Tetra Tech offers a complete, end-to-end solution that empowers our clients to protect their most precious assets in times of chaos.***

Of particular relevance is our understanding of FEMA, FHWA, and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement. Over the past 20 years, our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our team has extensive experience assisting local and state governments with managing and documenting projects that are eligible for federal funding through the FEMA PA Program, including multiple, large PA programs for the States of Vermont, South Dakota, and Connecticut. Our team also has significant experience with FHWA Emergency Relief (FHWA-ER) federal reimbursement, having assisted over 60 clients with FHWA application, project management, and reimbursement. ***Our team's record of success spans over 300 state and local government clients in response to over 40 declared presidential disasters, representing the recovery of more than $3.5 billion in disaster grant funds. These activations have yielded grant program management engagements resulting in clients not only garnering grant funds but in retaining 99.8 percent of the funds received.*** Tetra Tech has extensive direct experience with the following grant programs:

- FEMA PA Program
- FEMA HMGP
- FEMA Flood Mitigation Assistance Program[1]
- FHWA-ER Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- NRCS Emergency Watershed Protection
- U.S. Department of HUD CDBG

DAMAGE ASSESSMENT

Following a disaster, the County will need to evaluate county-wide damage and identify priorities. Preliminary damage assessments are a critical component to the County receiving a disaster declaration following a major debris-generating event. If tasked, Tetra Tech is prepared to supplement County staff and assist in conducting electronic damage assessments. Tetra Tech's ADMS technology, RecoveryTrac™, would be used to conduct damage assessments and collect supporting data including photo documentation of damage. The collected information would be reported real-time through web-based maps that depict damage assessment progress. Tetra Tech has recently supported damage assessment efforts for local governments following the earthquake in Napa Valley, California and the severe storms and flooding in Boulder, Colorado. See Exhibit 4-16 for a sample image of Tetra Tech's web-based damage assessment report.

[1]Formerly three separate grant programs: FEMA Severe Repetitive Loss Program, FEMA Repetitive Flood Claims Program, and the FEMA Pre-Disaster Mitigation Program.

Exhibit 4-16: Damage Assessment Report



Section 4: Technical Approach

List of Services Under HGAC Bid HP07-16

TETRA TECH

Debris Program Management Consulting Services

Tetra Tech has helped over 250 clients recover from the damaging effects of hurricanes, tropical storms, floods, and ice storms across the country. Tetra Tech has successfully managed all phases of debris removal and associated reimbursement efforts, including the removal of and reimbursement for over 69 million cubic yards of debris, as well as the demolition of uninhabitable residential structures. We have helped local governments obtain over $3.5 billion in reimbursement funds.

Table 1. Debris Program Management Consulting Services

Service Offering	Description
Comprehensive Program Management	Tetra Tech's comprehensive program management involves providing the resources, personnel, and experience to manage all aspects of a disaster recovery project, including post-event reconstruction and demolition field services.
Disaster Debris Removal Procurement and Negotiations	Our services include assisting clients with disaster debris removal procurement and negotiations involves helping communities to develop the procurement process and contract documents to retain debris and construction contractors, and to negotiate terms and conditions to put enforceable agreements in place.
Collection Monitoring	Tetra Tech provides clients with staff to conduct collection monitoring involving the oversight of the debris collection process, including truck certification, route development, ticket preparation and documentation for FEMA-reimbursable loads. This service has the option of utilizing our Automated Debris Management System (ADMS) RecoveryTrac™.
Disposal Monitoring	Tetra Tech provides disposal monitoring involving the oversight of debris disposal operations, including providing the volumetric measurement of incoming loads, authorizing tickets, and completing the documentation required for FEMA-reimbursable loads. This service has the option of utilizing our ADMS RecoveryTrac™.
Hazardous Waste Collection, Disposal, and Monitoring	Tetra Tech provides hazardous waste collection, disposal, and monitoring, which involves designing hazardous waste removal programs that efficiently address specific emergencies, including animal carcass removal, asbestos-laden building material removal, Freon unit removal, and paint and chemical segregation and removal. This service has the option of utilizing our ADMS RecoveryTrac™.
Leaner/Hanger/Stump Removal Monitoring	Tetra Tech provides leaner/hanger/stump removal monitoring involving surveying, documenting, and monitoring the removal of leaning trees, hanging limbs, and stumps. This service has the option of utilizing our ADMS RecoveryTrac™.
Debris Management Site (DMS) Environmental Support	After disasters, Tetra Tech's team provides DMS environmental support to clients for obtaining documentation and assisting in the performance of all required testing by federal, state, and local agencies to support the establishment of DMS locations.
Beach Remediation/Restoration	Tetra Tech provides beach remediation/restoration monitoring services for work associated with sand screening, sand recovery, beach reconstruction, and dredging operations to restore natural beaches.

Service Offering	Description
Private Property Debris Removal (PPDR) Program Administration	Tetra Tech's PPDR program administration services for clients involves reviewing ordinances and laws to ensure that the proper steps are taken and documented in removing debris from private property. This includes eligibility reviews, property surveys, monitoring, and providing public information.
Waterway Debris Removal Monitoring	Tetra Tech provides waterway debris removal monitoring and documentation for debris removed from navigable and other inland waterways.
Field Data Collection/ Management/Billing/Invoicing	Tetra Tech can augment our client staff tasked with data collection and management as well as billing and invoicing. This service includes developing and maintaining databases to document all field operations to ensure proper contractor payment, maximum reimbursement, and proper purchase order management.
Data Management	Tetra Tech's web-enabled data management systems provide cradle-to-grave life cycle data management for a program or specific disaster. Designed to meet all industry standards for relational databases, our systems enable users to easily find the right data in real time for our clients.
Customer Information/Citizen Hotline/Community Relations	Tetra Tech provides customer information/citizen hotline/community relations for clients after a disaster. This includes advising the public about important information regarding procedures associated with debris collection and removal, and providing updates about the operational progress being made to restore the community.
Emergency Responder Website Services	Our local information technology (IT) services within Tetra Tech supports our client's full IT life cycle and content management needs. This includes content on many FEMA emergency responder websites, such as the Responder Knowledge Base (RKB), System Assessment and Validation for Emergency Responders (SAVER), and the Lessons Learned Information Sharing (LLIS).
Data Collection	Tetra Tech has a proven track record in data acquisition from systems and sensors and the ability to present this data in a well-defined manner through a host of application types and architectures. Once the data is acquired and housed in a relational database, Tetra Tech provides the analysis and trending capabilities that often accompany the federal grant requirements for our clients.

Grant Administration and Disaster Recovery Management Services

Tetra Tech's team of grant administration and disaster recovery management services was established to provide grant funding consultation before and after a disaster. With a keen understanding of Office of Management and Budget (OMB) regulations, this team seeks to establish accounting systems and internal controls for its clients to minimize the instance of fraud, waste, abuse, and mismanagement of grant funds. We offer a staff of experts, with advanced degrees in business, administration, economics, and finance, as well as hands-on experience in the field. Funding sources include the FEMA Public Assistance (PA) Program, Individual Assistance (IA) Program, Hazard Mitigation Grant Program (HMGP, U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG), U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS); and many others. We guide our clients through the complexities of

program procedures and requirements, which often are not consistently interpreted by local, state, and federal government agencies.

Table 2. Grant Administration and Management Services

Service Offering	Description
FEMA Reimbursement Technical Assistance Consulting	Tetra Tech's FEMA reimbursement technical assistance consulting services involve providing guidance and technical assistance for project applications and programs for disaster reimbursement related to response and recovery efforts on behalf of our clients.
FEMA Compliance Monitoring and Audit Oversight	Tetra Tech's grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review. This includes OMB, FEMA and HUD guidance requiring that grantees or subgrantees monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. This includes Section 3, Fair Housing, 2 CFR 200, and other Federal grant requirements.
IA Services	Tetra Tech assists clients with application intake, case management, grant administration, staffing at Disaster Recovery Centers, expenditure monitoring, and other programmatic needs associated with the IA declaration.
PA Services	Tetra Tech's team of PA consultants assists our clients with documenting and accounting for such costs on project worksheets. This includes providing technical assistance on FEMA's rules, practices, and procedures covering reimbursement for temporary and permanent work in eligible FEMA categories.
Grant Application Development and Administration (CDBG, HMGP, FHWA, NRCS, FTA, FEMA PA, and FEMA IA)	Tetra Tech provides grant application development and administration involves providing grant program specialists to assist with the time-consuming process of gathering data and information required to develop grant applications to various agencies and programs.
HUD CDGB-DR Services	Tetra Tech provides knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds.
Unmet Needs Assessment	Tetra Tech assists clients with developing unmet needs assessments that identify type and location of the community's disaster recovery needs especially in the three core aspects of recovery: housing, infrastructure, and economic recovery.
Policies and Procedures Manual Development	Tetra Tech assists client's Project Management and Operations including the ability to develop policies and procedures for implementing all CDBG-DR funded programs and activities, including contractor, subcontractor, and sub-recipient oversight and monitoring.
Damage Assessment	Tetra Tech assists clients with damage assessment activities involving deploying a team of experienced staff to document damage sustained during a disaster in a format that is acceptable for requesting FEMA PA funds.

LIST OF SERVICES
AVAILABLE UNDER HGAC BID HP07-16

Service Offering	Description
Eligibility Consultation	Tetra Tech provides eligibility consultation involves providing grant recipients with an understanding of funding options and preferences for repairs as they relate to various grant program eligibility considerations.
Project Ranking	Tetra Tech assists clients with ranking potential projects for future consideration through federal grants. This includes providing grant recipient constituents with a prioritized plan of action for reconstruction and mitigation projects to achieve recovery objectives.
Financial Advisory	Tetra Tech provides financial advisory services involving the development of program budgets to provide transparency to grant recipients relating to the local cost share, the financial burden, and obligations for program participation.
Cash Flow Management	Tetra Tech provides financial departments within an organization with cash flow management associated with the disbursement of federal grants. This includes developing program budgets to allow grant recipients to meet current obligations with minimum reliance upon bridge financing.
Procurement Assistance	Tetra Tech provides procurement assistance to our client's including providing procurement experts to provide disaster contracting guidance to review scopes, adherence to grant funding requirements and 2 CFR 200, and satisfactory project completion.
Benefit Cost Analysis	Tetra Tech develops benefit cost analysis involving a formalized schedule of anticipated project costs to projected future benefits to establish a quantifiable means for understanding project value.
Feasibility and Effectiveness Studies	Tetra Tech provides feasibility and effectiveness studies involving the documentation of projects being considered are financially sound, reasonable to implement, and effective at mitigating future damage. This includes alternate projects, improved projects, or 406 mitigation proposals to include hydrological and hydraulic (H&H) feasibility studies, cost estimating and conceptual project designs.
Floodplain Feasibility Modeling	Tetra Tech can provide clients with modeling of natural or manmade above ground waterways is used to determine where to place critical facilities including roads, bridges, and emergency operations centers. Readily applicable models such as HEC-RAS (FEMA standard flood modeling) provide quick answers to what if scenarios. This may include basic modeling using spreadsheets or software program or more in-depth modeling utilizing GIS tools.
Advanced Feasibility Modeling	Tetra Tech can provide clients with advanced modeling is typically used to answer challenging questions that involve complex flooding, erosion, scour and debris. 2-D and 3-D hydrodynamic and water quality models for rivers, streams, lakes, and estuaries help to determine permitting approaches that meet project time frames and guide the project path around pitfalls.
Site Survey and Legal Description Review	Tetra Tech provides site survey and legal description review to clients by providing grant recipients with assurances that private property access is carried out legally without exposing it to unnecessary liability.

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Service Offering	Description
Owners Representative Services	For projects in the construction phase, Tetra Tech provides Owner's Representative advising services to our clients. These tasks may include projects interface with federal and state officials, PW versioning, and providing oversight to the construction firm.
Appraisal and Valuation Services	Our team can assist clients with appraisal and valuation services utilizing industry best practices to develop property appraisal and valuation documentation for acquisition programs.
Title Due Diligence	Tetra Tech's title due diligence services for our clients involves ensuring that only the legal property owner is consulted for program acquisition program participation.
Public Outreach Program	Tetra Tech provides public outreach programs that provides citizens with an outlet to ask questions, state concerns, and apply for program participation without burdening grant recipient staff and facilities.
Public Meeting Facilitation	Tetra Tech provides public meeting facilitation services including documenting meeting notices, fostering public participation and communicating the message of our clients.
Homeowner Consultation	Tetra Tech's homeowner consultation involves providing a high level of service to citizens without burdening grant recipient staff with after-hours and weekend meetings for programs involving acquisition/demolition, relocation, elevations or small repairs after disasters.
Relocation Assistance	Tetra Tech provides relocation assistance associated with acquisition or relocation programs. This includes engaging participants by providing relocation assistance conforming to Uniform Relocation Act (URA) rules and regulations.
Property Management	Tetra Tech provides property management services to clients who are grant recipients following disasters. This service includes program management to ensure that properties do not degrade to cause blight during the interim purpose phase.
Negotiations	Tetra Tech provides negotiation services in systematic, third-party approach for reaching amicable terms between citizens and the grant recipient.
Closing	Tetra Tech provides closing involving dedicating consultant resources to ensure a timely and efficient closing process during a buyout program.
Data & Documentation Management	Tetra Tech provides data and documentation management by storing grant-related data in a manner that provides efficient recall and review during closeout and auditing.
Hazard Mitigation Proposals	Tetra Tech develops of 406 Hazard Mitigation proposal associated with a written Project Worksheet after disasters to those entities participating in the FEMA PA program.
Contractor Invoice Reconciliation	Tetra Tech assists clients' with contractor invoice reconciliation involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share.

Service Offering	Description
Regulatory Compliance Monitoring	Tetra Tech provides regulatory compliance monitoring by documenting proper regulatory compliance to ensure maximum reimbursement and to avoid fines and site shutdowns, which slow the recovery process.
Project Scoping	Tetra Tech's grant reimbursement team can create scoping documents that involve developing scopes of work for grant funding projects, using key terminology, and highlighting awareness of historical precedence, which maximizes grant funding opportunity.
Insurance Adjusting/Subrogation	Tetra Tech provides insurance adjusting/subrogation to clients to proactively resolve insurance issues prior to a grant de-obligation.
Eligibility Appeals	Tetra Tech assists clients with eligibility appeals involve assisting clients with developing strategies and documentation to overturn a de-obligation ruling during first or second appeals.
Grant Closeout	Tetra Tech assists client's years after a disaster by providing closeout services to a grant recipient. This includes developing a closeout package that is organized to satisfy grant closeout and auditing.
HUD Action Plan Development	Tetra Tech assists clients with the development and submission of HUD required Action Plan for Disaster Recovery grant. These tasks may include the development of Action Plan amendments or waivers that may be required.
Unmet Needs Analysis	Tetra Tech develops unmet funding needs analysis to document the need for CDBG-DR funding and to form the basis of program design for the use of CDBG-DR funds.
Emergency Operations Center Staff Augmentation	Tetra Tech can support our client's needs upon activation of a EOC by providing staff trained in incident management system (ICS) as section chiefs or operational staff.

Emergency Management Consulting

Unlike many emergency management firms that focus on planning, Tetra Tech is a full-service emergency management firm that works in all phases of emergency management.

When a major incident occurs, the impact sends shockwaves around the globe. All eyes are on the incident and the level of scrutiny is overwhelming. As an experienced leader in the emergency management industry, Tetra Tech knows what it takes to respond effectively and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.

We are better planners because of our active involvement in response and recovery efforts. We develop realistic plans that can be effectively implemented during a response.

Tetra Tech works with organizations across the country in jurisdictions that face a variety of threats and hazards, from dense urban areas susceptible to security threats to coastal communities prone to hurricanes. For that reason, Tetra Tech maintains a multidisciplinary staff with backgrounds and experience in emergency management, hazardous materials (HAZMAT) response and recovery, public health and healthcare planning, transportation and evacuation, all-hazards mitigation, disaster resiliency and readiness planning, and response and recovery, among other fields. The breadth and depth of our expertise distinguishes Tetra Tech from other firms and allows us to provide the full range of planning and program execution services.

Table 3. Emergency Management Consulting Services

Service Offering	Description
Hazard Mitigation Planning	Tetra Tech provides hazard mitigation plan development for clients to establish mitigation goals and objectives, and to identify projects that enable the jurisdiction to prepare for and reduce the impacts of a disaster in a Federal Emergency Management Agency (FEMA)-compliant format.
Emergency Operations Planning	Tetra Tech provides our clients with emergency operations planning consisting of a basic plan, emergency support functions (ESFs) annexes, and incident-specific appendices that address direction and control, communications, public warning, emergency public information, evacuation, mass care, health and medical, resource management, etc.
Continuity of Operations (COOP) Planning	Tetra Tech develops COOP plans for our clients so they are prepared to provide mission essential functions across a wide range of emergencies. A COOP plan is designed to plan for denial of access to a facility, denial of service due to equipment or systems failure, and denial of service due to a reduced workforce.
Continuity of Government (COG) Planning	Tetra Tech provides COG planning to our client to ensure continued leadership, authorities, direction and control, and preservation of records to maintain a viable system of government.
Emergency Support Function (ESF) Planning	Tetra Tech provides ESF planning to assign roles and responsibilities of supporting agencies as either a stand-alone planning effort or part of an EOP. ESFs provide a structure for managing response efforts that involve multiple agencies at the local, state, and/or regional level.
Departmental Emergency Response Planning	Tetra Tech assists department-level clients within a larger organization with primary or secondary support roles under the ESFs to develop specific emergency plans. Departmental emergency response planning is the effort used to develop standard operating guides and/or standard operating procedures for departments with primary or support responsibilities.

Service Offering	Description
Evacuation Planning	Tetra Tech provides evacuation planning support to our clients ,including the development of: • Clear agency roles/responsibilities for small- and large-scale and point source evacuation scenarios • Effective situational awareness communication protocols to determine evacuation areas and evacuation participation rates • Development of consistent and effective warning order evacuation/shelter-in-place terminology designed to motivate citizens and tourists to evacuate with a sense of urgency and along advocated routes or to shelter in place if they are outside the impact zone • Tailored time-phased protective action measures (such as staging and mutual aid activation) to ensure that populations at risk can be effectively and efficiently moved out of harm's way and sheltered as needed • Identification of vulnerable special needs populations, transportation-dependent communities, large animal and pet considerations, additional behavioral assumptions, critical traffic control points, and available intelligent traffic monitoring systems • Easily defined evacuation zones coupled with a public awareness strategy • Zonal evacuation clearance times and/or shelter-in-place guidance designed for a range of possible point source, no-notice, and terrorist phased approach
Regional Catastrophic Planning	Tetra Tech provides regional catastrophic planning services designed to promote regional coordination and communications between multiple jurisdictions to help them prepare and respond to an incident effectively as a region, and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.
Mass Care/Surge Capacity Planning	Using a worst-case scenario, Tetra Tech provides mass care/surge capacity planning services to identify a client's strategy and current capabilities for mass evacuation and sheltering. The evacuation strategy is designed to take a phased approach, emphasizing special needs groups in hospitals and nursing homes and residents without access to transportation.
Metropolitan Medical Response System (MMRS) Planning	Tetra Tech provides MMRS planning for clients designed to support the local jurisdiction in enhancing and maintaining its all-hazards response capabilities to mass casualty incidents. MMRS planning is intended for use during the early hours critical to life-saving and population protection during terrorist acts using weapons of mass destruction; chemical, biological, nuclear, radiological, and/or explosive (CBRNE) weapons; large-scale HAZMAT incidents; epidemic disease outbreaks; and/or natural disasters.
Volunteer Management Planning	Working closely with a lead volunteer agency for this effort, Tetra Tech develops volunteer management plans for client to be used to document the volunteer programs, training strategies, and available resources already defined under the Community Emergency Response Team (CERT) through its Citizen Corps.

Service Offering	Description
Family Assistance Center (FAC) and Reunification Planning	Tetra Tech provides FAC and reunification planning to support displaced families in locating and reuniting with their loved ones following a crisis. It also serves to prevent confusion and disorder by ensuring the delivery of a single, concise message to the community and the media.
Emergency Management Accreditation Program (EMAP) Accreditation Support	Tetra Tech provides EMAP accreditation support to clients interested in becoming accredited in the program. This involves assessing a jurisdiction's emergency management program against the 64 EMAP standards to identify potential gaps and deficiencies. This allows the jurisdiction to remedy gaps in preparation for an assessment by an EMAP accreditation team.
Strategic Planning	Tetra Tech provides emergency management organizations with strategic planning to set the course and direction of a jurisdiction or agency. It defines the vision, mission, and long-term goals, objectives, and milestones of the jurisdiction.
Disaster Debris Management Planning	Tetra Tech provides comprehensive disaster debris management planning services to organizations inclusive of developing the jurisdictional structure, guidance, and standardized procedures for the clearance, removal, and disposal of debris caused by a major debris-generating event in the most cost-effective and efficient manner.
Information Technology Disaster Recovery (ITDR) Planning	Tetra Tech provides ITDR planning involving a systematic inventory and prioritization of communications systems, including telephones, voicemail, facsimile, data lines, network access, Internet access, wireless communications and PDAs, and application software and hardware.
Crisis Communication/Public Information Planning	Tetra Tech provides crisis communication/public information planning to media relations groups or organizations, through the establishment of the joint information center, to develop templates for public information and to create a public information guide.
HAZMAT Commodity Flow Studies and Local Emergency Planning Committee (LEPC)	Tetra Tech provides HAZMAT commodity flow studies and develops LEPCs, which involves a risk assessment of the types and amounts of hazardous materials being transported in and through a jurisdiction via highway and rail corridors and fixed facilities located within a jurisdiction.
Crisis Planning for Higher Education	Tetra Tech provides crisis planning for colleges and universities to assess risk, set priorities, and develop an actionable plan that can be readily executed in the event of an emergency in order to protect a school's students, faculty, facilities, and research, which form the backbone of the institution.
Training, Testing, and Exercise Planning	Tetra Tech assists clients with training, testing, and exercise planning for emergency management scenarios and topics. This involves a systematic approach to train, test, and exercise a jurisdiction's emergency management program and response capabilities in a non-threatening environment, and to identify the work that needs to be done to comply with FEMA, Homeland Security Exercise and Evaluation Program (HSEEP), and other regulatory guidelines.

Service Offering	Description
Integrated Planning and Management System	Tetra Tech provides Integrated Planning and Management System (IPMS) for clients to include developing baseline, scheduling, risk management, cost estimating, funds and financial management, performance analysis and monthly reports, and what-if analyses.
Internet/Computer-Based Training (IBT/CBT)	Tetra Tech prepares stand-alone computer-based training for individual client's needs and Internet-based training to meet the needs of on-demand and geographically diverse training requirements.
Asset Management	Tetra Tech's asset management solutions help clients integrate planning, scheduling, and tracking of maintenance requirements, enterprise resource planning, supply chain management, inventory management, procurement, Radio Frequency Identification (RFID)/Unique Identification (UID) execution, reference management, and training management. Our customized solutions integrate external financial and resource management systems.
Operations Center Services	Tetra Tech provides emergency operations center support services for local, regional, and state organizations. These services include 24/7/365 support, C4I and situational awareness, custom emergency management system, and classified environments.
Shared/Integrated Digital Environments (SDEs/IDEs)	Tetra Tech develops a range of customizable SDEs/IDEs to provide portals to our project/program teams that are web-accessible and managed to provide authorized users access to all relevant materials/data in a user-friendly environment. In addition to being a knowledge base of programmatic information, these tools often provide configuration data, task order management, action tracking, user forums, deliverable tracking, financial management, asset information, etc., in support of the program requirements.
Occupational Health and Safety (OHS) Planning	Tetra Tech's OHS planning services include conducting worker risk assessments, identifying appropriate methods for worker protection, developing written health and safety programs, conducting training needs assessments, and developing instructor-led and computer-based training programs.
Ebola and Other Special Emerging Pathogens (SEPATH) Planning	Tetra Tech's Ebola and SEPATH planning services include community partners across the healthcare continuum to work together to develop strategies for managing and caring for individuals who are known or suspected to be infected with a SEPATH. This includes planning for isolation and quarantine, transportation of persons under investigation (PUIs), worker protection, infectious waste management, and decedent handling.
Mass Fatality Planning	Our team's mass fatality planning services involve working with coroners, emergency medical services, funeral directors, public health departments and other partners to assess a jurisdiction's ability to handle mass casualty incidents and developing strategies for strengthening this capability.

Service Offering	Description
Responder and Disaster Worker Health and Safety	To help ensure the safety of first responders and disaster workers, Tetra Tech provides worker risk assessments, activity hazard analysis, and just-in-time health and safety training, including Hazardous Waste Operations and Emergency Response (HAZWOPER) training. Tetra Tech provides field operations safety monitoring, air monitoring and sampling support, and fit testing. We can also serve as site safety officers and provide safety staff support services.
Community Rating System (CRS) Assessment	Tetra Tech assists clients with conducting baseline assessments for communities interested in obtaining or improving their CRS rating. A programmatic baseline assessment looks at a community's floodplain management program prior to a Community Assistance Visit (CAV) to identify issues that may render a community out of compliance under the National Flood Insurance Program (NFIP).
CRS Application	Tetra Tech assists clients with compiling the appropriate documentation for submitting an application to the CRS program. This may include interface with FEMA's Insurance Services Office (ISO) and meeting with NFIP or FEMA during CAVs.
Repetitive Loss Area Analysis	Tetra Tech assists clients with developing a Repetitive Loss Area Analysis (RLAA) as a systematic approach to analyzing the causes of repetitive flooding, structures impacted, and possible mitigation solutions by using the FEMA-identified RL properties as geographic locator for the issue.

Long-Term Recovery Planning and Economic Development

As part of or in addition to CDBG-DR funded recovery, communities, businesses, counties, states, and regions may engage in long-term recovery planning and economic development to rebuild but also to foster growth from the "new norm" following an economic downturn. Tetra Tech planners, economic development professionals, financial and budget analysts, and funding strategists can conduct this planning and implementation. These staff also assists communities in the long-term planning for their economic growth through the planning and prioritization process.

Table 4. Long-Term Recovery Planning and Economic Development

Service Offering	Description
Long-Term Recovery Planning	Tetra Tech prepares a long-term recovery plan that strategically defines the magnitude of the disaster, identifies both recovery and resiliency projects, involves the public, creates a process for prioritizing the projects, and defines an implementation strategy for projects. This multi-year strategic plan will be used by the community to attract financial assistance to implement their recovery efforts.
Economic Development	Tetra Tech assists clients with all aspects of planning to create focused strategic plans that include input from key stakeholders; analysis of data and statistics; economic impact, real estate, market and other quantitative analysis; project identification and prioritization; detailed implementation steps; examination of land use controls and codes; identification of opportunities for incremental success; and creation of definable and quantifiable goals in order to measure success. For communities with

Service Offering	Description
	redevelopment opportunities, this also involves the creation of redevelopment plans to enhance key areas.
Land Use Planning	Projects offered to Tetra Tech under this arena include: • Comprehensive Planning • Sustainable Community Plans • Resiliency Planning • Urban Reinvestment • Sustainable Development Tools

Emergency Network and Response Services

Tetra Tech provides first response communication services to public safety organizations, wireless carriers, broadcasters, cable operators and other communication service providers. We have provided equipment, planning, management, logistics support, repairs, replacement, temporary facilities, on-site technical support, rental equipment, and numerous other services to our clients in emergency situations and are well prepared for future needs. We consider ourselves first responders and are relied upon by our public safety clients for emergency support services in addition to planned activities. Our strict employment criteria, including background checks, allows our staff access to the most sensitive locations and installations across the country.

Table 5. Emergency Network Support Services

Service Offering	Description
Emergency response and support	• Rapid site deployment • TEMP microwave system deployment, including equipment rental • TEMP command center, shelters, and trailers • TEMP LMR deployment • TEMP LTE deployment • Deployment and rentals of Communications on Wheels (COW – Temp Towers) • On site tech support • Management, monitoring, and logistics • Site and tower damage inspections and audits • TEMP power and telco facilities • Fueling and stocking • Storage • Site, building, and tower repairs • Emergency equipment replacement • Material/equipment procurement, testing, and tracking • Site cleanup and restoration • Site development and re-builds, including planning through construction • Command vehicle support and repairs • Surveillance system support and deployment • Security
Planning, engineering, and management services	• Design visit • Drawings to include all detail needed to build site including (site plan, electrical, telco, and grounding details, RF antenna

	plan, etc.); typically 12-20 sheet set • P.E. stamp and seal • AutoCAD drawing file and hard copies (2) 11" x 17" sets, and (2) 22" x 34" sets if required • Drawing to include all detail required for zoning / permitting (cover sheet, site plan, elevation, etc.); typically 2-3 sheet set • Structural analysis of existing structure (rooftop, water tower, self-support, monopole, etc.) • Acquire documentation to complete structural analysis • Coordinate with site owner if they perform their own analysis • Adhere to current EIA-TIA-222 (Rev G or latest in effect) • Load case analyzed per structural analysis • Provide structural modification design of existing structure • Stamped and sealed by state licensed P.E. • Adhere to current EIA-TIA-222 (Rev G or latest in effect) • One revision to drawings • Acquire documentation from owner if readily available to complete structural evaluation • Provide structural evaluation letter to owner/client • Adhere to current EIA-TIA-222 (Rev G or latest in effect) • Stamped and sealed by state licensed P.E. • One bore at the center of the tower (Monopole) or at each tower leg (Self-Support Tower) • One bore within the footprint of the equipment shelter/pad location • Complete geotechnical report of lab findings and recommendations for proposed foundation sealed by a P.E. in the state where site is located • All samples and testing per project specification and latest revisions
Audits, inspections, and maintenance services	• Complete tower inventory • List of all attachments on tower (including antennas, dishes, omnis, mounts, lights, etc.) • Models and manufacturer, azimuths, heights, cables, and sizes • Digital photographs (minimum of 1 per appurtenance) • Upload of data to a cloud based collection server in Excel format • Includes mobilization • Remedy Major Defects within 24 hours • Remedy Minor Defects within 10 days unless mutually agreed upon for deferment to a later date
Microwave services	• LOS surveys, donor searches and site selection • System design, engineering, coordination, and licensing • Antenna system installation and testing • Radio system installation, testing, and integration • Factory, bench, field testing, and acceptance • Complete system rental and leasing • System upgrades • Emergency support, troubleshooting, and maintenance

Tower erection and modifications	• Self-support towers, guy tower, and monopole towers • Monopoles, monopines, monopalms, and other custom poles • Flag poles, stealth poles, crosses, and other custom designs • Custom design, fabrication, and installation of various steel structure types • Tower/pole extensions • Custom mounts • Tower upgrades • Demo and dismantling
Civil construction services	• Site clearing • Grading • Access road installation • Coordination of utilities • Generator foundations • Coordinating the transporting and setting of equipment shelters • Grounding • Fencing • Landscaping
Building upgrades	• Structured cabling systems, data centers, electronic security systems, audi video systems as well as wireless and in-building cellular systems
Electrical systems, including AC/DC power and battery back up	• Single-phase and three-phase primary, secondary, service, and streetlight conduit and electric cable installation • Switchgear, transformer pad, and pedestal placement • Transformer and pedestal dig-ins • Transformer change outs • Manhole, hand hole, vault & pull box placements • HDPE & PVC conduit/pipe placement • Underground excavation methods with horizontal directional drilling (HDD) expertise • Vacuum excavation • Rock boring • Concrete encasement • Cable pulling • Electric cable termination • Emergency services
Generator systems	• 100kw emergency generator deployment • Refueling • Emergency generator rental
Troubleshooting	• General site and tower maintenance • Electrical, generator, and backup power systems • DC power and solar systems • Antenna systems • BTS, radios, filters, amplifiers, and diplexers • Microwave systems • Transmission lines, jumpers, and connectors • Building/shelter maintenance • HVAC

	• Access roads and easements • Control and monitoring systems • Lighting systems • Camera and video systems • Telco and fiber
Site development and real estate services	• Special lease review • Tower foundation design report • Field visit • Visual inspection of suspect materials • Collection of sample materials for asbestos content up to 10 samples • Quantify friable and non-friable material • Identification of lead based paint building materials • Sample removal and testing of up to 5 LBP samples • Review existing records • Compile report based upon findings • Review file for current zoning approval (number of antennas, growth etc.) • Review file for as builds • Call to jurisdiction to see if specific scope of work requires zoning as required by the jurisdiction: • Landscape Plan • Photometric Plan • Irrigation Plan • Grading Plan • Custom title block and borders specific to jurisdiction • Multiple Elevation Views • Notes, tables, statements, approval blocks required by specific jurisdictional zoning code
Software Application Development	• Cyber-Security: SSL3/TLS 1.x, ISO/IEC 27001 • Mobile App Development: iOS-iPhone/iPad, Objective-c, Swift 2.0, Android, Java, Mobile Responsive Web, HTML5, CSS3, Javascript • Solutions Architecture: Unix/Linux, MySQL, PostgreSQL, MongoDB, Content Management Systems (CMS), Drupal, Wordpress, Joomla, API's, JSON/XML • Hosting Providers: Amazon Elastic Cloud Computing (EC2), Redundancy w/ Auto-Failover • Applications Overview: Weapons of Mass Destruction (WMD) Response, Natural Disaster Response, Fire Department Responders, Police Department Responders, Emergency Medical Responders, Federal Agency Responders, National Guard

Vulnerability/Hazard Identification/Risk Assessment Services

Tetra Tech has a multidisciplinary team of toxicologists, chemists, ecologists, biologists, geologists, modelers, data managers, and environmental scientists that provide environmental risk expertise to the public and private sectors. Many of our scientists have graduate-level degrees and contribute to the scientific community by publishing in peer-reviewed journals and participating in presentations at national conferences of technical and professional organizations.

Table 6. Vulnerability/Hazard Identification/Risk Assessment Services

Service Offering	Description
Hazardous Identification and Incident Response	Tetra Tech provides turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Initiating the security solution is an objective VAs against industry and government standards, incorporating threat assessment, facility prioritization, consequence determination, systems effectiveness, risk reduction and mitigation, and limitations.
Ecological Risk Assessments	Tetra Tech provides risk assessment staff to conduct retrospective and predictive ecological risk assessments (ERAs) for commercial clients in aquatic and terrestrial environments. These ERAs span the range of desktop screening-level evaluations versus baseline ERAs that incorporate site-specific biological data.
Comprehensive Environmental Response, Compensation & Liability Act of 1980 (CERCLA) and Resource Conservation and Recovery Act (RCRA) Evaluations	In addition, Tetra Tech provides CERCLA risk assessments and RCRA Tier 2 and 3 risk-based evaluations to support contaminant characterization and cleanup efforts. This includes conducted risk assessments to evaluate chemical and radiological exposures to humans and to various aquatic and terrestrial species of fauna and flora. Tasks would include statistical analysis, development of conceptual site models, risk calculations, modeling, and derivation of site-specific cleanup objectives for soil, groundwater, air, surface water, and sediment.
Vulnerability Assessments (VAs)	Tetra Tech has completed municipal water system VAs that utilize a pair-wise comparison approach to identify critical facilities and critical assets needed to maintain safe drinking water supplies. Tetra Tech also has implemented security enhancements that reduce the likelihood that a water system could be severely compromised as a result of a malevolent act. The terrorist response scenarios developed during VAs can be incorporated into the emergency contingency plan for incident response using a "rip and run" philosophy for easy use.

Environmental Services

Tetra Tech is passionate about mitigating global climate change. Customers seek our deep domain expertise in subjects as diverse as environmental, solid waste, water resources and atmospheric sciences, policy analysis, IT, and energy-efficient design-build services.

Table 7. Environmental Services

Service Offering	Description
HUD/FEMA Environmental Reviews	Tetra Tech supports our clients of the wide range of disaster recovery, hazard mitigation, and other types of projects funded by HUD and FEMA, Tetra Tech provides comprehensive environmental and historic preservation review support. In addition to preparation of documents under the National Environmental Policy Act (NEPA), we assist in compliance with related laws, regulations, and Executive Orders.
Decontamination	Tetra Tech's also provides field services for clients facing decontamination projects throughout the nation. Tasks under this category include: Technical oversight, characterization and disposal of radioactive residues, radiation

Service Offering	Description
	safety program management, documentation of site conditions, Radiological surveys, and internal dose assessment calculations to document the risk and dose to personnel from the contamination
Climate Change Adaptation	Tetra Tech provides climate change adaptation study services to reduce risk and vulnerabilities for our clients. This includes: • Development of climate action plans and sustainability strategies • General reporting and verification • Comprehensive climate change response • Technical guidelines on transportation emissions, industrial process emissions, and indirect emissions
Restoration and Remediation	Tetra Tech assists clients with a variety of restoration and remediation professional services prior to or after disasters, including: • Environmental site investigations • Risk assessment • Fate and transport modeling • Performance-based remediation • Radiological decontamination and decommissioning • Ecosystem restoration • Geographic information systems (GIS) • Site restoration and remediation • Due diligence assessments • Remedial system design/construction • Remedial process optimization • Construction management • Environmental compliance • Chemical/fuels and waste management • Regulatory support/expert witness services • Liability transfer model • Third-party review – remedial strategies • Geophysical services

Section 5: Cost Proposal

TETRA TECH

COST PROPOSAL

To the extent the County requests Tetra Tech's assistance, the following positions and hourly rates shall apply. The fees for these services can be provided on a fixed fee or time and materials basis plus reasonable non-labor expenses. Such non-labor expenses shall be invoiced as follows: 1) travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov; 3) meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); 4) mileage shall be invoiced at the federally published rate; 5) field documents and other equipment/supplies shall be invoiced at cost, without mark-up and 6) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the County shall be invoiced at cost, without mark-up.

Exhibit 5-1: Debris Program Management Hourly Rates

Category	Hourly Rate
Field Project Manager	$75.00
Operations Manager	$60.00
Health and Safety Officer	$59.00
Data Manager	$55.00
GIS Analyst	$49.00
Field Supervisor	$45.00
Billing/Invoice Analyst	$39.00
Disposal Site Monitor	$35.00
Collection Monitor	$35.00
Project Coordinator	$34.00
Load Ticket Data Entry Clerk	$32.00
Call Center Staff	$32.00

Electronic Ticketing Device: As an optional service, Tetra Tech can provide electronic ticketing devices for an additional $3.00 per hour to specific labor categories to cover the costs associated with using Tetra Tech's ADMS. The specific labor categories include operations manager, data manager, field supervisor, disposal site monitor, and collection monitor. The use of Tetra Tech's ADMS is at the discretion of the County. Special costs such as boat rental and marine expenses shall be billed at cost without mark-up.

Exhibit 5-2: Homeland Security and Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rate
Administrative Specialist I	$40.00
Administrative Specialist II	$48.00
Research Assistant	$51.00
Proposal Coordinator	$53.00
Comm. Technician	$57.00
Help Desk Operator	$62.00
Administrative Specialist III	$64.00
Research Assistant II	$66.00
Service Center/Logistics Specialist	$68.00

Category	Hourly Rate
Analytical Aide	$75.00
Planning Aide	$80.00
Project Control Specialist	$83.00
Oracle Database Administrator	$85.00
Consulting Aide	$85.00
Assistant Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$95.00
Program Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$100.00
System Administrator	$105.00
Law Enforcement Subject Matter Expert/Trainer	$110.00
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist I	$110.00
Public Assistance/Grant Management Consultant	$115.00
Fire/HAZMAT Subject Matter Expert/Trainer	$122.00
Project Manager/Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist II	$125.00
Project Manager/Consultant/Planner/ Scientist/Assessor/ Environmental Specialist Analyst III	$135.00
Senior Public Assistance/Grant Management Consultant	$135.00
Senior Oracle DBA	$138.00
Senior Planner/ Assessor/Scientist/Analyst	$145.00
Supervising Public Assistance Consultant	$150.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$150.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist	$158.00
Program Manager	$165.00
Senior Program Manager	$175.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	$195.00
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	$225.00
Subject Matter Expert	$244.00
Senior FEMA Appeals Legal Specialist	$350.00

Exhibit 5-3: Emergency Network Support Services Hourly Rates

Category	Hourly Rate
Certified Radio Tech	$90.00
Certified Lead Climber	$90.00
Certified Climber	$75.00
Site Acquisition Services	$190.00
Application Developer	$190.00

EXHIBIT "C"

PROOF OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/03/2017

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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (866) 283-7122 **FAX (A/C, No.):** (800) 363-0105 **E-MAIL ADDRESS:**

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	The Insurance Co of the State of PA	19429
INSURER C:	AIG Europe Limited	AA1120841
INSURER D:	Lexington Insurance Company	19437
INSURER E:		
INSURER F:		

INSURED
Tetra Tech, Inc.
3475 E. Foothill Boulevard
Pasadena, CA 91107 USA

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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractural Liability X X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			GL6051604	10/01/2016	10/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS [ ]			CA3194511	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
C	X UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION			TH1600053	10/01/2016	10/01/2017	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC014629374 WC014629378 WC014629379 WC014629380	10/01/2016 10/01/2016 10/01/2016 10/01/2016	10/01/2017 10/01/2017 10/01/2017 10/01/2017	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liability and Contractor's Pollution Liability			028182375	10/01/2015	10/01/2017	Each Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Includes Stop Gap: OH, ND, WA, WY

RE: Debris Monitoring & Recovery Services, RFP No. 2016-247-09-22-YSS (via H-GAC)
Hidalgo County, Texas is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Hidalgo County, Texas in accordance with the policy provisions of the General Liability, Automobile Liability, and Workers' Compensation policies. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Business Highway 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2016 forms a part of

policy No. GL 605-16-04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S COMMERCIAL PRIME ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

I. ADDITIONAL INSUREDS

Section II - WHO IS AN INSURED, 1. is amended to include as an insured any person or organization described in paragraphs A through I below, whom you are required to add as an additional insured under a written contract or agreement. The written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to "bodily injury", "property damage," or "personal injury and advertising injury".

A. BY CONTRACT

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

B. CONTROLLING INTEREST

1. Any person or organization having a greater than a 50% interest in you, but only with respect to their liability arising out of:
   a. Their financial control of you; or
   b. Premises they own, maintain or control while you lease these premises.
2. The insurance afforded to these additional insureds under Paragraph I.B.1 does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

C. CO-OWNER OR INSURED PREMISES

A Co-owner of insured premises co-owned by you and covered by this insurance but only with respect to their liability as co-owner of the premises.

D. LESSOR OF LEASED EQUIPMENT

1. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of such equipment leased to you by such person(s) or organization(s).

2. With respect to the insurance afforded to these additional insureds under Paragraph I.D.1, this insurance does not apply to any "occurrence" which takes place:

    a) after the equipment lease expires, or

    b) after the equipment is returned or no longer in your possession,

    whichever takes place later.

E. MANAGERS OR LESSORS OF PREMISES

Managers or Lessors of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance under this paragraph does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of such Managers or Lessors.

F. MORTGAGEE, ASSIGNEE, OR RECEIVER

1. A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

2. The insurance afforded to the additional insureds under Paragraph I.F.1 does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.

G. OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS

(1) Any Owner, Lessee or Contractor, but only with respect to liability arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard".

H. OWNERS, LESSEES, OR CONTRACTORS - ONGOING OPERATIONS

Any Owners, Lessees, or Contractors, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) has been completed; or,

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

I. **STATE OR POLITICAL SUBDIVISION - PERMITS**

Any State or Political Subdivision, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:

   a. "Bodily injury," "property damage" or" personal and advertising injury" arising out of operations performed for the state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

II. **PRIMARY INSURANCE - ADDITIONAL INSUREDS**

Where persons or organizations have been added to your policy as additional insureds to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to:

a) the performance of your ongoing operations for the additional insureds; or

b) "your work" performed for the additional insureds and included in the "products-completed operations hazard,

then with respect to these additional insureds as defined above in this Section only, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. - Other Insurance, a. - Primary Insurance,** is deleted in its entirety and replaced with the following:

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to (a) the performance of your ongoing operations for the additional insureds, or (b) "your work" performed for the additional insureds and included in the "products-completed operations hazard. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded is primary.

III. **INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE**

SECTION II - WHO IS AN INSURED, 2. a. (1) (d) is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services, except for "bodily injury" arising out of "Incidental Medical Malpractice Injury" by any physician, dentist, nurse or other medical practitioner employed or retained by you unless such "bodily injury" is covered by another primary policy. However, the insurance provided hereunder to such persons will not apply to liability arising out of services performed outside of the scope of their duties as your "employees." Any series of continuous, repeated or related acts will be treated as the occurrence of a single negligent professional healthcare service, which will be assignable to the same policy and policy year in which the originating act occurred.

SECTION V - DEFINITIONS - is amended to add:

"Incidental Medical Malpractice Injury" means "Bodily Injury" arising out of the rendering of or failure to render the following services:

a. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

The Coverage provided by this endorsement does not apply to you or any insured if you are engaged in the business or occupation of providing any of the services described in the definition of "Incidental Medical Malpractice Injury".

IV. **JOINT VENTURES / PARTNERSHIPS / LIMITED LIABILITY COMPANIES**

The paragraph under **SECTION II - WHO IS AN INSURED** which states:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is hereby deleted and replaced with the following:

No person or organization, other than you, is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Coverage under this policy, however, will not apply:

a. Prior to the termination date of any joint venture, partnership or limited liability company; or

b. If there is valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

V. **SUPPLEMENTARY PAYMENTS**

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, Paragraph **1.b.**, is deleted in its entirety and replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

VI. **LIBERALIZATION CLAUSE**

If we revise or replace our standard policy form to provide more coverage, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

VII. **UNINTENTIONAL ERRORS AND OMISSIONS**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. - Representations is amended by adding:

d. The unintentional failure by you or any Insured to provide accurate and complete nonmaterial representations as of the inception of the policy will not prejudice the coverages afforded by this policy.

VIII. **AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit, a. is hereby deleted and replaced with the following:

a. You must see to it that we are notified as soon as practicable of any "occurrence" or an offense, which may result in a claim. Knowledge of an "occurrence" or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee will have received such notice. To the extent possible notice should include:

(1) How, when and where the "occurrence" or offense took place;
(2) The names and addresses of any injured persons and witnesses; and
(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

IX. AMENDMENT OF EXPECTED OR INTENDED INJURY EXCLUSION

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - **Exclusions, a. - Expected or Intended Injury**, is deleted and replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

X. CONTRACTUAL LIABILITY - RAILROADS

Only with respect to (i) operations performed within 50 feet of railroad property and (ii) for which a Railroad Protective Liability Policy in the name of the railroad has been provided, then

A. **SECTION V - DEFINITIONS, Paragraph 9**, is deleted in its entirety and replaced with the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities; and

B. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. - Other Insurance, b. Excess Insurance, (1) (a),** is amended to include the following:

(v) That is a Railroad Protective Insurance Policy or similar coverage.

XI. **COVERAGE FOR YOUR SUPERVISORY OR MANAGERIAL EMPLOYEES RELATING TO CO-EMPLOYEE INJURIES**

SECTION II - WHO IS AN INSURED, 2.a. (1), (a) and **(b)** are clarified to hold that:

Your supervisory or managerial "employees" are insureds for "bodily injury" to "co-employees" while in the course of their employment or performing duties related to the conduct of your business if claims or suits arise out of liability assumed by an insured under an "insured contract" as provided by **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer's Liability.**

XII. **WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. - Transfer of Rights of Recovery Against Others To Us, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization pursuant to applicable written contract or agreement you enter into because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

XIII. **AMENDMENT OF OTHER INSURANCE**

A. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (1),** is amended to include the following:

This insurance shall not be excess where (i) such other insurance is specifically purchased to apply as excess of this policy, or (ii) where you are obligated by contract to provide primary insurance to an additional insured, unless there is other additional insurance coverage available to that additional insured.

B. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (2),** is deleted in its entirety and replaced with the following:

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

XIV. **AMENDMENT AGGREGATE LIMITS PER PROJECT**

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offense under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Per Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Per Construction Project General Aggregate Limit is the most we will pay for the sum of (i) all damages under COVERAGE **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", (ii) all damages under COVERAGE **B** and (iii) all medical expenses under COVERAGE **C** regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under COVERAGE **A** or **B** for damages or under COVERAGE **C** for medical expenses shall reduce the Per Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Construction Project General Aggregate Limit for any other construction project covered under this policy.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (SECTION I), offenses under COVERAGE **B** (SECTION 1) and for all medical expenses caused by accidents under COVERAGE **C** (SECTION I), which cannot be attributed only to ongoing operations at a single construction project:

1. Any payments made under COVERAGE **A** or **B** for damages or under COVERAGE **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2016 forms a part of

Policy No. CA 319-45-11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND
TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY
TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S
LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

Thomas A. Grandinetti
AUTHORIZED REPRESENTATIVE

Includes copyrighted information of Insurance Services Office, Inc., with its permission.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2016 forms a part of Policy No. WC 014-62-9374

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US.
THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:
1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

The premium charge for the endorsement is INCLUDED

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2016 forms a part of Policy No. WC 014-62-9378 .

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2016 forms a part of Policy No. WC 014-62-9379

Issued to TETRA TECH, INC.

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US.
THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:
1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2016 forms a part of Policy No. WC 014-62-9380

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:
1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

EXHIBIT "D"

COST PROPOSAL

COST PROPOSAL

To the extent the County requests Tetra Tech's assistance, the following positions and hourly rates shall apply. The fees for these services can be provided on a fixed fee or time and materials basis plus reasonable non-labor expenses. Such non-labor expenses shall be invoiced as follows: 1) travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov; 3) meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); 4) mileage shall be invoiced at the federally published rate; 5) field documents and other equipment/supplies shall be invoiced at cost, without mark-up and 6) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the County shall be invoiced at cost, without mark-up.

Exhibit 5-1: Debris Program Management Hourly Rates

Category	Hourly Rate
Field Project Manager	$75.00
Operations Manager	$60.00
Health and Safety Officer	$59.00
Data Manager	$55.00
GIS Analyst	$49.00
Field Supervisor	$45.00
Billing/Invoice Analyst	$39.00
Disposal Site Monitor	$35.00
Collection Monitor	$35.00
Project Coordinator	$34.00
Load Ticket Data Entry Clerk	$32.00
Call Center Staff	$32.00

Electronic Ticketing Device: As an optional service, Tetra Tech can provide electronic ticketing devices for an additional $3.00 per hour to specific labor categories to cover the costs associated with using Tetra Tech's ADMS. The specific labor categories include operations manager, data manager, field supervisor, disposal site monitor, and collection monitor. The use of Tetra Tech's ADMS is at the discretion of the County. Special costs such as boat rental and marine expenses shall be billed at cost without mark-up.

Exhibit 5-2: Homeland Security and Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rate
Administrative Specialist I	$40.00
Administrative Specialist II	$48.00
Research Assistant	$51.00
Proposal Coordinator	$53.00
Comm. Technician	$57.00
Help Desk Operator	$62.00
Administrative Specialist III	$64.00
Research Assistant II	$66.00
Service Center/Logistics Specialist	$68.00

Category	Hourly Rate
Analytical Aide	$75.00
Planning Aide	$80.00
Project Control Specialist	$83.00
Oracle Database Administrator	$85.00
Consulting Aide	$85.00
Assistant Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$95.00
Program Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$100.00
System Administrator	$105.00
Law Enforcement Subject Matter Expert/Trainer	$110.00
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist I	$110.00
Public Assistance/Grant Management Consultant	$115.00
Fire/HAZMAT Subject Matter Expert/Trainer	$122.00
Project Manager/Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist II	$125.00
Project Manager/Consultant/Planner/ Scientist/Assessor/ Environmental Specialist Analyst III	$135.00
Senior Public Assistance/Grant Management Consultant	$135.00
Senior Oracle DBA	$138.00
Senior Planner/ Assessor/Scientist/Analyst	$145.00
Supervising Public Assistance Consultant	$150.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$150.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist	$158.00
Program Manager	$165.00
Senior Program Manager	$175.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	$195.00
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	$225.00
Subject Matter Expert	$244.00
Senior FEMA Appeals Legal Specialist	$350.00

Exhibit 5-3: Emergency Network Support Services Hourly Rates

Category	Hourly Rate
Certified Radio Tech	$90.00
Certified Lead Climber	$90.00
Certified Climber	$75.00
Site Acquisition Services	$190.00
Application Developer	$190.00

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:
2017-150539

Date Filed:
01/04/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Tetra Tech, 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.
Hidalgo County, Texas

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.
16-247
Debris Monitoring & Recovery Services under RFP No. 2016-247-09-22-YSS (via H-GAC)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Notary Public State of Florida
Sandra M Fajardo
My Commission FF 098767
Expires 03/09/2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jonathan Burgiel, Vice Pres./Ops. Manager, this the 4th day of January, 20 17, 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
Sandra Fajardo	Sandra Fajardo	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:
2017-150539

Date Filed:
01/04/2017

Date Acknowledged:
01/04/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tetra Tech, 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.

Hidalgo County, Texas

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.

16-247
Debris Monitoring & Recovery Services under RFP No. 2016-247-09-22-YSS (via H-GAC)

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-58084 **Purchasing Department** **19. A. 3.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting Approval to reject sole bid received for project titled -"Pick up of Used Oil-Filters and Anti-Freeze" through project no. 2017-012-12-21-SGS and re-bid project with modifications made to the Specifications, so as to attempt to encourage more participation.

BACKGROUND

1. Sole bid received from Ygriega Environmental Service, LLC- Non-Responsive.
2. Project was for Revenue and Bid fees listed, were for charges to the County.
3. At this time there is no current contract.
4. Will be proceeding to re-advertising. Refer to AI#57209-11/22/16.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

For the purposes of this Agenda Item, the only fiscal impact will be for advertising costs for the publication of the ad to re-bid.

Attachments

Recommendations
Tabulation
Sole Bid
Clarification
H.C. Environmental Compl -Pct 3 Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/18/2017 05:47 PM
Budget & Management	Veronica Ortiz	01/19/2017 08:24 AM

Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Sandy Suarez		Started On: 01/18/2017 08:26 AM
Final Approval Date: 01/20/2017		

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

JAN 04 2017

MEMORANDUM
Recommendation

TO: Juan Tapia, Procurement Specialist Via email: juan.tapia@hidalgoso.org

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: December 22, 2016

RE: **BID AWARD RECOMMENDATION AND/ OR REJECTION REQUEST**
Bid No. 2017-012-12-21-SGS- Hidalgo County -"Pick Up Of Used Oil-Filters & Anti-Freeze"

We have received a **sole bid** (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

Please acknowledge by signing below, and **indicate your reason`** for the Recommendation and/or Rejection of Sole bid and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us ,by no later than Tuesday, January 03, 2017 @ 3:00 P.M. in order to place this item on the agenda for Commissioners Court.**

Indicate the name of the Vendor(s)/reason in the box below and the Account number to be utilized. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation in this matter.

COMMENTS/CONCERNS:

Please reject Sole bid response
this is a Revenue RFB project

Budget Acct No.: _____

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Raul Cantu	Hidalgo County So.	1/4/17

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Recommendation

Date: December 22, 2016

TO: **Hon. A.C. Cuellar, Commissioner**
Hidalgo County Precinct No. 1
Attn: Raul Lozano/ Yolanda Estrada

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez/Norma Ceballos

TO: **Hon. Eduardo "Eddie" Cantu, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Armando Pompa/ Yolanda Cisneros

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Roman Rodriguez/Veronica Lopez-Davis

From: **Sandy Suarez, Buyer II**
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2016-012-12-21-SGS-HIDALGO COUNTY- "PICK UP OF USED OIL-FILTERS & ANTI-FREEZE"

Attached you will find the **sole response (1) bid** response received for the above referenced project. Please review. We will need to present this to Commissioner's Court.

Please acknowledge by signing below and **indicate your reason** to Recommend and/or Reject the sole bid response and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Tuesday, January 03, 2017 @ 3:00 P.M., in order to place this item on the agenda for Commissioner's Court.**

Write in the recommended Vendor's Name in the box below.
If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS:

Reject due to non Compliance of Specifications.

BUDGET ACCOUNT #: 7-1200-431-00-122-006-0-XXX

Authorized Signature	Printed Name	Department	Date
	Armando Pompa	Pct. 2 Field Ops	1/3/17

Enclosures

Hidalgo County
"Pick up of Used Oil-Filters and Anti-Freeze"
RFB No. 2017-012-12-21-SGS
TABULATION SHEET

INTERNAL USE ONLY - NIGP CODE 926-77

Vendor/ location (Sole Bidder)			**Waste Oil Removed Price Paid/ (Gal)** **Reimbursement Amount to Hidalgo County**		
1	Ygriega Environmental Services, LLC		**Bidder Response - Not Revenue**		
		1	Used Oil Stop Fee	1 ea. trip	$ 20.00
		2	Used Oil Filters	per drum	$ 25.00
		3	Antifreeze	per drum	$ 35.00
		4	Oil Rags/Pads	per drum	$ 120.00
		5	Dirty Oil Absorbent	per drum	$ 150.00
		6	1 x set up w/ Containment	1 x	$ 225.00

12/20/16

Ygriega Enviornmental Services LLC.
410 North 87th Street Edinburg, TX 78542
Office # (956)-381-6969
Fax # (956)-381-6446
Cell# (956)-451-7285

Thank you for choosing Ygriega as your certified Enviornmental Facility, this is a bid proposal for **The County of Hidalgo**

After job/pickup is complete we will issue out a certified manifest from our company to **Hidalgo County** for record purposes.

BID PROPOSAL:

ITEM	QUANTITY	PRICE
1.Used Oil Stop Fee	**1**	**$20.00**
2. Used Oil Filters	**per drum**	**$25.00**
3.Antifreeze	**per drum**	**$35.00**
4.Oil Rags/Pads	**per drum**	**$120.00**
5.Dirty Oil Absorbent	**per drum**	**$150.00**
6. One time set up w/ containment ** if needed**	**1**	**$225.00**

9:40
12-21-16

12/20/16

A one stop fee for the pickup of used oil is charged per pickup. If the specific location needs to be set up with containment the charge as above. Our first concern is environmental safety and protection, so any other containment or spill prevention set-ups are offered if needed for a fee. If in the case of an emergency we are on call as well for emergency response (956)- 381-6969.

If you have any questions feel free to contact me through my cell or office at any time.

Thank you,

Arnold A. Maldonado
President
Ygriega Enviornmental Services LLC

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
(All funding sources, programs & entities)
"PICK UP OF USED OIL-FILTERS AND ANTI-FREEZE"
RFB NO.: 2017-012-12-21-SGS

NIGP CODE 926-77

Used Oil Collection (including drip pads, rags, oil contaminated soil etc)	Reimbursement Amount to Hidalgo County
Price Paid/ Waste Oil Removed – (Gal)	$ _____

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: Yarrega Environmental Services LLC
ADDRESS: 410 North 8th ST
CITY/STATE/ZIP CODE: Edinburg, TX 78542
PHONE NUMBER: 956.381.6961
E-MAIL ADDRESS: YENVIRONMENTALSERV@yahoo.com
CELLULAR NUMBERS: 956.451-7285
FAX NUMBER: 956.381-6446
AUTHORIZED SIGNATURE: [signature]
PRINTED NAME: ARNOLD A. MALDONADO
TITLE: PRESIDENT
DATE: 12.16.16

9:40 am
12-21-16

Zimbra **sandy.suarez@co.hidalgo.tx.us**

Re: RFB No:2017-012-12-21-SGS- Hidalgo County- "Pick up of Used Oil-Filters and Anti-Freeze" Clarification.

From : Arnoldo Maldonado <yenvironmentalserv@yahoo.com> Wed, Dec 21, 2016 04:08 PM

Subject : Re: RFB No:2017-012-12-21-SGS- Hidalgo County- "Pick up of Used Oil-Filters and Anti-Freeze" Clarification.

To : Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>

Reply To : Arnoldo Maldonado <yenvironmentalserv@yahoo.com>

Good Afternoon,
Regarding your questions, yes ma'am a stop fee per stop like a fuel surcharge fee & it is on a per stop basis of each location
#6 yes a one time set up fee for each location if requesting to be set up with proper containers for recycling purposes. This is of course if needed , I do not know if maybe you all have your own containers/tanks.
Regarding #2-#5 the drums, charge is on a per drum basis and is for Disposal & Recycling purposes, Payments by Hidalgo county to Ygriega. As you might know for the past 2 years the oil industry has taken a crash and we are no longer paying for the oil. From our understanding so are our competitors. We have adjusted our service rates with what the global oil market has been doing.

Thank you,
Arnold A. Maldonado
President
Ygriega Environmental Services LLC
www.y-environmentalservices.com
Office: (956)-381-6969
Fax: (956)-381-6446
Cell: (956)- 451-7285

On Wednesday, December 21, 2016 2:35 PM, Sandy Suarez <sandy.suarez@co.hidalgo.tx.us> wrote:

Good Afternoon Mr. Maldonado,
I am in the process of reviewing your Bid response and Clarification is needed.
I understand there will be #1.- A Used Oil Stop fee of $20.00 per pick up and #6. - A one time Set up fee of $ 225.00, for containment.

The other Fees listed: #2. - #5., per drum, please clarify these fees.
Will these be the Reimbursement amounts paid; per drum to Hidalgo County?

Your prompt response is greatly appreciated.
--
Respectfully,

12/20/16

Ygriega Enviornmental Services LLC.
410 North 87th Street Edinburg, TX 78542
Office # (956)-381-6969
Fax # (956)-381-6446
Cell# (956)-451-7285

Thank you for choosing Ygriega as your certified Enviornmental Facility, this is a bid proposal for **The County of Hidalgo**

After job/pickup is complete we will issue out a certified manifest from our company to **Hidalgo County** for record purposes.

BID PROPOSAL:

ITEM	QUANTITY	PRICE
1.Used Oil Stop Fee	**1**	**$20.00**
2. Used Oil Filters	**per drum**	**$25.00**
3.Antifreeze	**per drum**	**$35.00**
4.Oil Rags/Pads	**per drum**	**$120.00**
5.Dirty Oil Absorbent	**per drum**	**$150.00**
6. One time set up w/ containment ** if needed**	**1**	**$225.00**

9:40
12-21-16

12/20/16

A one stop fee for the pickup of used oil is charged per pickup. If the specific location needs to be set up with containment the charge as above. Our first concern is environmental safety and protection, so any other containment or spill prevention set-ups are offered if needed for a fee. If in the case of an emergency we are on call as well for emergency response (956)- 381-6969.

If you have any questions feel free to contact me through my cell or office at any time.

Thank you,

Arnold A. Maldonado
President
Ygriega Enviornmental Services LLC

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
(All funding sources, programs & entities)
"PICK UP OF USED OIL-FILTERS AND ANTI-FREEZE"
RFB NO.: 2017-012-12-21-SGS

NIGP CODE 926-77

Used Oil Collection (including drip pads, rags, oil contaminated soil etc)	Reimbursement Amount to Hidalgo County
Price Paid/ Waste Oil Removed – (Gal)	$ _____

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: Yarrega Environmental Services LLC
ADDRESS: 410 North 8th ST
CITY/STATE/ZIP CODE: Edinburg, TX 78542
PHONE NUMBER: 956.381.6961
E-MAIL ADDRESS: YENVIRONMENTALSERV@yahoo.com
CELLULAR NUMBERS: 956.451-7285
FAX NUMBER: 956.381-6446
AUTHORIZED SIGNATURE: [signature]
PRINTED NAME: ARNOLD A. MALDONADO
TITLE: PRESIDENT
DATE: 12.16.16

9:40 am
12-21-16

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
Recommendation

TO **Martin Ramirez** Via email: martin.ramirez@co.hidalgo.tx.us
Hidalgo County Environmental Compliance Office

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: December 22, 2016

RE: **BID AWARD RECOMMENDATION AND/OR REJECTION REQUEST**
Bid No. 2017-012-12-21-SGS-Hidalgo County -"Pick Up Of Used Oil-Filters & Anti-Freeze"

We have received a sole bid (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

Please acknowledge by signing below, and **indicating your reason** to Recommend and/or Reject sole response and return to the Purchasing Dept. **via facsimile to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Tuesday, January 03, 2017 @ 3:00 P.M. in order to place this item on the agenda for Commissioners Court Meeting.**

Indicate the name of the Vendor(s) in the box below and the Account number to be utilized. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS:

The specifications for Pick up of Used oil & Anti Freeze need to be modified to increase participation of vendors.

Budget Acct No.: _____

Martin Ramirez | Martin Ramirez | Environmental | 1/18/17

AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Recommendation

Date: December 22, 2016

TO: **Hon. A.C. Cuellar, Commissioner**
Hidalgo County Precinct No. 1
Attn: Raul Lozano/ Yolanda Estrada

TO: **Hon. Eduardo "Eddie" Cantu, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Armando Pompa/ Yolanda Cisneros

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez/Norma Ceballos

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Roman Rodriguez/Veronica Lopez-Davis

From: **Sandy Suarez, Buyer II**
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2016-012-12-21-SGS-HIDALGO COUNTY- "PICK UP OF USED OIL-FILTERS & ANTI-FREEZE"

Attached you will find the **sole response (1) bid** response received for the above referenced project. Please review. We will need to present this to Commissioner's Court.

Please acknowledge by signing below and **indicate your reason** to Recommend and/or Reject the sole bid response and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Tuesday, January 03, 2017 @ 3:00 P.M., in order to place this item on the agenda for Commissioner's Court.**

Write in the recommended Vendor's Name in the box below.
If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS:

Set

Reject and re-advertise

BUDGET ACCOUNT #: 7-1200-434-00-123-005-0-430

Authorized Signature	Printed Name	Department	Date
(E)	Joe M. Flores	Pct #3	1/3/17

Enclosures

E-MAILED
1/5/17

AI-58153 **Purchasing Department** **19. A. 4.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Rocio Villarreal, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting Amendments [drafted by HCDA-Civil Section] to current Hidalgo County contracts, including but not limited to the following:
A. E-16-151-03-22 with Unifirst Holdings, Inc.; and,
B. E- 16-423-12-06 with Bio-Ops, LLC
for the inclusion/addition of the HC Autopsy facilities for the provision of goods/services required including [Unifirst's] Harlingen location in addition to McAllen, subject to compliance with HB1295 & HB23 if and when applicable..

BACKGROUND

Both "Amendments" drafted by HC-DA Office-Civil Section.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Autopsy Facility will have a budget with which to pay for expenditures.

Attachments

E-16-151-03-22-Unifirst Holding
Unifirst-Amendment
E-16-423-12-06-BIO-OPS
Bio-Ops Amendment
Bio-Ops-VGarza Email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/20/2017 11:43 AM

Budget & Management	Veronica Ortiz	01/20/2017 01:59 PM
Final Approval	Veronica Ortiz	01/20/2017 05:03 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Marty Salazar Started On: 01/20/2017 10:14 AM

Final Approval Date: 01/20/2017

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

Term of extension:
October 30, 2016 to October 29, 2017

March 7, 2016

Unifirst Holdings, Inc.
Attn: Erasmo Zuniga
515 Beech Ave.
McAllen, Texas 78501

Via Email: erasmo_zuniga@unifirst.com

Re: Renewal of Contract #C-14-016-05-20
"RFB No: 2014-016-03-19-CGA"

Dear Mr. Zuniga;

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the **additional one (1) year (final)** term as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, March 22, 2016** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than ***10:00 a.m., Wednesday, March 9, 2016 and or sooner***, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: 3/8/16

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

REQUIREMENTS AGREEMENT

C-14-016-05-20

THIS AGREEMENT (the "Agreement") is entered into effective as of the **20th day of May, 2014** by and between **UniFirst Holdings, Inc.** (Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Mats- Dust Mops and Shop Rags"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of two **(2) years** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **two (2) years, with the County's sole option to extend/renew for an additional one (1) year term.** 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 term. This Contract shall commence on **June 30, 2014** and expire on **June 29, 2016** and it is agreed that the Products will meet the Specifications

Hidalgo County
Mats-Dust Mops and Shop Rags
2014-016-03-19-CGA

ATTACHMENT I - LOCATION SITES

FOR DELIVERY, QUANTITY, MAILING OF INVOICES, QUESTIONS AND CONCERNS REGARDING THE FOLLOWING REFERENCED LOCATIONS LISTED BELOW, PLEASE CONTACT:

IRENE CANTU
FACILITES MANAGEMENT DEPARTMENT
3100- D SOUTH HWY 281-REAR (toward the back)
EDINBURG, TX 78539 (P) 956-289-1850 (F) 956-318-2648.

1) Hidalgo County Administration Building 2802 So. Hwy. 281 Edinburg, Texas 78539	2) Hidalgo County Courthouse 100 N. Closner Blvd. Edinburg, Texas 78539
3) Hidalgo County Edinburg Clinic 3105 E. Richardson Rd. Edinburg, TX 78539	4) Hidalgo County 430th Justice Court 111 S. 9th Street Edinburg, Texas 78539
5) Hidalgo County La Mansion 1 ¼ Moorfield Mission, Texas 78572	6) Hidalgo County Extension Service 1410 N. 13th St. Edinburg, Texas 78539
7) Hidalgo County J. P. & Constable Pct. 3 730 Breyfogle Mission, Texas 78572	8) Hidalgo County Mission Clinic 211 S. Schuerbach Mission, Texas 78572
9) Hidalgo County Old Administration Bldg. 100 E. Cano Edinburg, Texas 78539	10) Hidalgo County Facilities Management 3100-D So. Bus. Hwy 281 Edinburg, Texas 78539
11) Hidalgo County Health Clinic 1304 S. 25th St Edinburg, Texas 78539	12) Hidalgo County McAllen Clinic 300 E. Hackberry McAllen, Texas 78501
13) Hidalgo County (Old Admin) 449th Court 100 E. Cano McAllen, Texas 78539	14) Hidalgo County Pharr Clinic 1903 N. Fir Pharr, Texas 78577
15) Hidalgo County Adult Probation Office 3100-B So. Bus. Hwy 281 Edinburg, Texas 78539	16) Alamo CRC Building 1429 S. Tower Rd. Alamo, Tx 78537
17) Hidalgo County San Juan Community Center 509 E. Earling San Juan, Texas 78589	18) Hidalgo County (AKA Robert's Chevrolet) 317 N. Closner Blvd. Edinburg, Texas 78539
19) Hidalgo Co. San Carlos Community Center E. Hwy 107 & 6th St. San Carlos, Texas 78539	20) Hidalgo County J. P. Espinoza 212 N. 12th St. Edinburg, Texas 78539

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
CONTRACT #C-14-016-05-20

This **AMENDMENT** to the **CONTRACT** is made this 24TH day of **JANUARY of 2017** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **UniFirst Holdings, Inc** (the "Seller"). **WHEREAS**, COUNTY and SELLER entered into a Contract on December 20, 2014 (the "CONTRACT"), which was extended for an additional one year term that expires on June 29, 2017, in which the SELLER agreed to provide services for the scheduled delivery of clean non-slip mats, dust mops, shop rags and other janitorial items to the listed Hidalgo County Departments, as well as other services as described in the CONTRACT; and

WHEREAS, the COUNTY due to certain circumstances now requires further clarification of the services to be provided by the SELLER and hereby requires the amendment of the Contract; and

WHEREAS, the COUNTY desires the SELLER to provide the services as described in the **Specifications/Requirements,** attached as **Exhibit "A",** to the Hidalgo County Forensic Center located at 3100-A South Business 281, Edinburg, Texas 78539; and

WHEREAS, the COUNTY and SELLER now desire to amend the CONTRACT as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SELLER hereby agree to the following amendment to the CONTRACT

1. Attachment "I" – Location Sites, shall be amended herein to include the Hidalgo County Forensic Center located at 3100-A South Business 281, Edinburg, Texas 78539.

2. Exhibit "B"- Bid Page and Products- Bid Page and Products to now include any fees for additional services described herein, subject to the limitations of the Contract.

3. Except as modified herein, all terms and conditions of the CONTRACT, as amended, remain in full force and effect. COUNTY and SELLER ratify and confirm the terms and provisions of the CONTRACT as amended herein.

EXECUTED and effective as of the day and year first written above.

HIDALGO COUNTY

By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By: _____
Hon. Arturo Guajardo, Jr. County Clerk

COMPANY: UniFirst Holdings Inc.

By: _____

Printed Name:

Title:

COMPANY: UniFirst Holdings Inc.

By: _____

Printed Name:

Title:

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

E-16-423-12-06

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 29, 2016

Armando W. Ramirez Jr., Owner
Bio-Ops, LLC
PO Box 1985
Edinburg, Texas 78540

via email: medwaste@bio-ops.net

TERM:
12/14/16-12/13/17

Re: **HB Form 1295 Required/Renewal/Extension Notice**
C-14-351-11-18-Medical Waste Disposal Services-Hidalgo Co

Dear Mr. Ramirez:

Be advised, that in order to proceed with the with the County's option to extend/renew for an additional **One (1) Year term, under the same rates, terms and conditions** with Bio-Ops, LLC, for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908,** and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In **box 3** of **Form 1295**, provide **CONTRACT No. E-15-417-11-17**. 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 by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on December 6, 2016,** the signed notarized **"HB Form 1295"** and **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to: rocio.villarreal@co.hidalgo.tx.us **by no later than Friday, December 2 , 2016.** Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your ***"Updated Certificate of Insurance"*** with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: rocio.villarreal@co.hidalgo.tx.us by no later than date reflected above.

By: _____ Date: 12/1/16
Armando Ramirez Jr., Owner

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,
Martha L. Salazar
Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/rv
Enclosures

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

BIOHAZARDOUS WASTE DISPOSAL SERVICES
C-14-351-11-18

THIS BIO-HAZARDOUS WASTE DISPOSAL SERVICES AGREEMENT ("Agreement") is made and entered into as of **the 18th day of November, 2014** between the County of Hidalgo, Texas ("County") and Bio-Ops a Texas Limited Liability Company ("Contractor").

W I T N E S E T H:

Whereas, County has requested that prospective bidders submit request for bids for the collection and disposal of waste materials generated by Hidalgo County Health and Humans Services, the WIC Program, the Adult Detention Facility, Juvenile Probation Department, and all Mobile Clinics in accordance with all applicable local, state and federal laws and regulations, pursuant to the terms and conditions of that certain Request for Bids Procurement Packet for Bio-hazardous Medical Waste Disposal Services a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "RFB"); and

Whereas, Contractor has submitted a request for bids to provide such services, a copy of which is attached hereto as Exhibit "B" (the "Bid Page"); and

Whereas, County has determined that Contractor's Request for Bids constitutes the lowest and best bid for such services pursuant to the RFB; and

Whereas, the parties hereto now wish to reduce to writing their agreement for the purposes herein stated.

Now, therefore, for and in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. Contractor will provide collection services for all by Hidalgo County Health and Humans Services, the WIC Program, the Adult Detention Facility, Juvenile Probation Department, and all Mobile Clinics on an "on call" for a term of one (1) year from beginning December 14, 2014 and ending December 13, 2015, with the option to extend for two (2) additional one (1) year periods on the same rates, terms, and conditions. County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

ATTACHMENT "A"

HIDALGO CO UNTY

"Bio-Hazardous Waste Disposal Services"

RFB NO.: 2014-351-10-22-SMA

Waste Pick-up Schedule:

Vendor(s) shall coordinate the medical waste pick-up with each individual department unless a pre-determined schedule has been determined by user department. Note All pick-ups schedule are subjected to change by Hidalgo County. Below is tentative schedule subject to change by Hidalgo County.

HIDALGO COUNTY WIC PROGRAM Contact Person: Margarita Gonzalez-956-318-4646			
	LOCATIONS/CLINICS	Scheduled Service (Weekly, bi-weekly, monthly etc.)	Estimated Qty. of boxes & liners per location
1.	Edinburg WIC Clinic 3105 E. Schunior Edinburg, Texas	WEEKLY	3 boxes
2.	Mission WIC Clinic 211 S. Schuback Mission, Tx	twice a month	3 boxes
3.	McAllen WIC Clinic 300 E. Hackberry McAllen, Tx	once a month	3 boxes
4.	Progreso WIC Clinic 5 Mile S. Bus 83 FM 1015 Progreso, Tx	Every 2 months	3 boxes
5.	Pharr WIC Clinic 1903 W. Knight Pharr, Tx	Bi weekly	3 boxes
6.	Hidalgo WIC Clinic 702 Tejano Street Hidalgo, Tx	once a month	3 boxes
7.	Alton WIC Clinic 3509 E. Main. Alton, Tx	once a month	3 boxes
8.	Donna WIC Clinic 301 S. 8th Donna, Tx	once a month	3 boxes
9.	Sullivan WIC W. Hwy 83 Sullivan, Tx	once a month	3 boxes
10.	Weslaco WIC I 1901 N. Bridge Weslaco, TX	once a month	3 boxes
11.	Rio Grande WIC 5404 Brand St Rio Grande City, Tx	once a month	3 boxes
12.	Edinburg WIC Mobile 3105 W. University Edinburg, Tx	once a month	3 boxes
13.	Edinburg WIC II 113 Dawson Edinburg, Tx	once a month	3 boxes
14.	Mission WIC II 722 N. Breyfogle Mission, Tx	Every 2 weeks	3 boxes

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
CONTRACT #C-14-351-11-18

This **AMENDMENT** to the **CONTRACT** is made this 24TH day of **JANUARY of 2017** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **Bio-Ops, LLC** (the "Contractor"). **WHEREAS**, COUNTY and CONTRACTOR entered into a Contract on November, 18 2014 (the "CONTRACT"), and which has been extended by agreement with an expiration date of December 13, 2017, in which the CONTRACTOR agreed to provide collection services of medical waste for the COUNTY, including but not limited to, the Hidalgo County Health & Human Services Department, the WIC Program, the Adult Detention Facility, Juvenile Probation Department and all Mobile Clinics, as well as other services as described in the CONTRACT; and

WHEREAS, the COUNTY due to certain circumstances now requires further clarification of the services to be provided by the CONTRACTOR and hereby requires the amendment of the Contract; and

WHEREAS, the COUNTY desires the CONTRACTOR to provide the services as described in the **Specifications/Requirements,** attached hereto as **Exhibit "A",** to the Hidalgo County Forensic Center located at 3100-A South Business 281, Edinburg, Texas 78539; and

WHEREAS, the COUNTY and CONTRACTOR now desire to amend the CONTRACT as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CONTRACTOR hereby agree to the following amendment to the CONTRACT

1. Exhibit "A'" – Attachment "A", Waste Pick-up Schedule, shall be amended herein to include the Hidalgo County Forensic Center located at 3100-A South Business 281, Edinburg, Texas 78539,

2. Exhibit "A"-Specifications/Requirements & Exhibit "B"- Bid Page to now include any fees for additional services described herein, subject to the limitations of the Contract.

3. Except as modified herein, all terms and conditions of the CONTRACT, as amended, remain in full force and effect. COUNTY and CONTRACTOR ratify and confirm the terms and provisions of the CONTRACT as amended herein.

EXECUTED and effective as of the day and year first written above.

HIDALGO COUNTY

By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By: _____
Hon. Arturo Guajardo, Jr. County Clerk

COMPANY: Bio-Ops, LLC

By: _____

Printed Name:

Title:

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

Zimbra

RE: Bio-ops

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Fri, Mar 20, 2015 11:41 AM

Subject : RE: Bio-ops

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

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

Ms. Villarreal,

I have reviewed the Biohazardous Waste Disposal Services Contract. Please note the agreement names the Hidalgo Health and Human Services as a department for which collection services will be provided. In addition, pursuant to the terms and conditions set out under Exhibit "A" and Attachment "A", Waste Pick-up Schedule, incorporated in the agreement by reference, Vendor shall coordinate medical waste pick-up with each individual department, and "All pick-ups schedule are subject to change by Hidalgo County". As such, the County, by and though the Health and Human Services Department may change the current schedule and include location and times for the John Austin Pena Substance Abuse Clinic, without an amendment to the agreement.

Please let me know if you need any other information.

Respectfully,

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

****
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****

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, March 16, 2015 4:40 PM
To: victor garza
Subject: Fwd: Bio-ops

Mr. Garza:

About a year ago, you had requested to review the agreement for Bio-Ops, if new county location could be added for the vendor to provide services. Do not have any email from you that can verify adding new locations. Can you please advise if its possible to add new locations and would I need to amend agreement to do so?

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

----- Forwarded Message -----
From: "Josie Escalante" <josie.escalante@hchd.org>
To: "rocio villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, March 16, 2015 10:18:13 AM
Subject: Bio-ops

Good Morning Rocio,

We would like to add an John Austin Pena Substance Abuse Clinic to the Bio-ops Contract effective April 1, 2015.

Location:
John Austin Pena Substance Abuse
3341 E. Richardson, Edinburg, TX 78542
Contact Person: Linda Nelson

Scheduled Service:
Once a month

Estimated Qty. of boxed and liners
5 boxes

Thank you for your assistance.

Josie Escalante
Executive Assistant
Hidalgo County Health & Human Services
1304 S. 25th Ave
Edinburg, TX
(956)383-8858

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AI-58124 **Purchasing Department** **19. B. 1.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final construction contract documents for the project: Hidalgo County Precinct No. 2 - Yuma Avenue Extension (CC award AI-#57264, 11-15-16) to Texas Cordia Construction, LLC in the total amount of $713,333.15 (Contract No. C-16-281-11-15) with authority to execute the contract.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1345-431-00-122-126-0-841

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

BUDGETARY IMPACT:

$360,905.16

FISCAL YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-126-0-841

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

BUDGETARY IMPACT:

$353,000.00

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Please refer to year 2016 for account balance that will roll over to 2017.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

1. 7-1345-431-00-122-126-0-841. 2016 CO ending available balance.
2. 7-1200-431-00-122-126-0-841. Funds will be available through AI- 58126.

Attachments

Contract

1295 Acknowledged

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/20/2017 11:11 AM
Budget & Management	Veronica Ortiz	01/20/2017 01:58 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Heidi Ortiz Started On: 01/19/2017 11:47 AM

Final Approval Date: 01/20/2017

THE COUNTY OF HIDALGO
TEXAS

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR

YUMA AVENUE EXTENSION PROJECT
(From McColl Road to 0.16 Miles East of McColl Road)

BID NO.: 2016-281-10-26-HGO

October 26, 2016

PREPARED FOR:
Hidalgo County Precinct No. 2

L&G CONSULTING ENGINEERS, INC.
TBPE REG # F-4105

HIDALGO COUNTY
P2
PRECINCT 2
COMMISSIONER
EDUARDO "EDDIE" CANTU

STATE OF TEXAS
CHRISTOPHER R. RODRIGUEZ
107692
LICENSED
PROFESSIONAL ENGINEER
10/10/16

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

October 24, 2016

RE: ADDENDUM NO. 1
FOR RFB No: 2016-281-10-26-HGO - Hidalgo County Precinct No. 2 *"Yuma Avenue Extension"*

Dear Bidder:

Attached you will find **ADDENDUM NO. 1, in** connection with ***"Hidalgo County Precinct No. 2*** **Request for Bids** for-***"Yuma Avenue Extension".***

All Addendums must be included in the proposal packet to insure each proposer is submitting a complete packet.

PLEASE ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1 by signing and returning this notice via e-mail to heidi.ortiz@co.hidalgo.tx.us

If you do not receive all of the pages of **ADDENDUM NO. 1,** please notify us immediately at (956)318-2626.

Please be advised that **ADDENDUM NO. 1** will complete your procurement packet for ***"Yuma Avenue Extension"***

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT
Texas Cordia Construction, LLC

L+G Engineering
Firm's Name

MLS/hgo
Enclosures

October 24, 2016

PROJECT: Yuma Avenue Extension Project
Bid No.: 2016-10-26-HGO
COUNTY: Hidalgo
LIMITS: From McColl Road to 0.16 Miles East of McColl Road

Attached please find an addendum on the above captioned project. Included in the attachment is an addendum notification which details the changes and the respective proposal pages which were added and/or changed.

Except for new Bid Proposal Sheets, it is unnecessary to return any of the pages attached.

Bid Proposal Sheets must be returned with the bid proposal submitted to Hidalgo County Purchasing Department.

If you have a subcontractor on the above project, please advise them of this addendum.

You are required to acknowledge receipt of this addendum on the **Bid Page** contained in your bid proposal by filling in the required information and writing the number **1** in the space provided under **'Bidder acknowledges the following addendum(s):"**.

Failure to acknowledge receipt of this addendum in your bid proposal will result in your bid not being read.

Plan Sheets (No Quantity Changes):

Bid Proposal Sheets
3 of 5

Changed 500-2001 from 0.07 LS to 1.00 LS.

TABLE OF CONTENTS
YUMA AVENUE EXTENSION PROJECT

1) Request for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
3a) Statement of Credentials
4) Information for Bidders
5) Bid Page
6) Bid Proposal
7) Bid Bond
8) Construction Contract
9) Non Collusion
10) Payment Bond
11) Performance Bond

12) **Exhibit C**
   a. Insurance

13) General Conditions of the Agreement
14) Title 29 Labor
15) Standard General Condition of Construction Contract
16) Supplemental General Condition

17) **Exhibit A** General Notes & Standard Specifications

   a. General Notes
   b. Governing Specifications & Special Provisions
   c. Special Provisions

18) **Exhibit B**
   a. Debarment
   b. FormW-9
   c. Bidder/Vendor Application
   d. Conflict of Interest Questionnaire
   e. Sales Tax and Local Sales Tax Certificate

19) **Exhibit D Wage Rates**

   a. Government Code Ch 2258
   b. Davis Bacon - Prevailing Wage Rates

20) **Exhibit E**

   a. Checklist
   b. Change Order (Blank E-b)
   c. Application for Payment
   d. Estimate Quantity Worksheet Sample
   e. Schedule of Values (Blank)
   f. Contract Time Statement
   g. N/A
   h. List of Suppliers

i. Partial/Final Waiver of Lien
j. Contractor's Affidavit of Payment of Debts and Claims
k. Prevailing Wage Rates Certificate Statement
l. Certificate of Construction Completion
m. Contractor's Affidavit of Release of Liens
n. Payment Schedule
o. Quantity Worksheet
p. Retainage Release TXDOT Final Inspection letter (N/A)

REQUEST FOR BIDS
(YUMA AVENUE EXTENSION PROJECT – McColl Road to 0.16 Miles E.)

TO SUPPLY HIDALGO COUNTY with sealed bids for the following:

Request for Sealed Bids (RFB)	**2016-281-10-26-HGO**	**-HIDALGO COUNTY PRECINCT NO. 2- "Yuma Avenue Extension Project – McColl Road to 0.16 Miles East of McColl " Project scope consist of constructing a 4 lane urban section consisting of an irrigation structure, grading, lime treated subgrade, flexible base, asphaltic concrete pavement, curb and gutter, storm sewer, signing, and pav. markings.**

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: **L & G Engineering, Mr. Christopher Rodriguez, P.E., 900 S. Steward Rd., Suite 10, Mission, Texas** Phone No. **(956) 585-1909** for the amount of **$100.00**. General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

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.

PRE-BID CONFERENCE is scheduled for **Monday, October 17, 2016 at 9:30 A.M.** at **HIDALGO COUNTY PRECINCT NO. 2 CONFERENCE ROOM: -300 W. Hall Acres Suite G, Pharr, 78577**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package, and **Bid No. 2016-281-10-26-HGO- Hidalgo County Precinct 2-"Yuma Avenue Extension Project"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **9:30 A.M. on Wednesday, October 26, 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 most current federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

Typed-written RFI's shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by **October 18, 2016**. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS ON THIS THE 27 DAY OF SEPTEMBER, 2016.
MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

1. Sealed bids will be received for **"HIDALGO COUNTY–Yuma Avenue Extension Project (From McColl Road to 0.16 Miles East of McColl Road)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID NO. 2016-281-10-26-HGO-HIDALGO COUNTY- YUMA AVENUE EXTENSION PROJECT (FROM MCCOLL ROAD TO JACKSON ROAD)"** and in County's Purchasing Department, 2802 South Business Hwy 281, New Administration Building,, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, OCTOBER 26, 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- BID NO. 2016-281-10-26-HGO RFB- YUMA AVENUE EXTENSION PROJECT (FROM McCOLL ROAD TO 0.16 MILES EAST of McCOLL ROAD)" .** 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. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. 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.

14. 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.

15. 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.

16. 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

17. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY- YUMA AVENUE EXTENSION PROJECT (FROM McCOLL RD TO 0.16 MILES EAST of McCOLL RD)"** 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:

Erika Zamora, Director of Administrative Operations
Hidalgo County Pct. No. 2
300 W. Hall Acres Suite G
Pharr, Texas 78577
956-585-4509

18. Schedule of Events

Bid Opening, 9:31 A.M.	**October 26, 2016**
Award of Contract	_____, 2_____
Commence Work or Deliver Products	_____, 2_____

19. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order

following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

20. 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.

21. 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. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL

22. **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 No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: heidi.ortiz@co.hidalgo.tx.us . Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. 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.

24. 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.

25. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

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.

32. 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.

33. 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 bidder shall perform no less than eighty percent (80%) of the work with his own organization; only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No

subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

03.28.16

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY
"Yuma Avenue Extension Proj. (From McColl Road to 0.16 Miles E. of McColl Road)"
BID NO.: 2016-281-10-26-HGO

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

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.

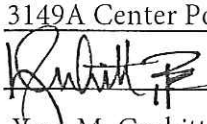
Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria 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: Texas Cordia Construction, LLC

Address: 3149A Center Pointe Drive, Edinburg, Texas 78539

By: 

Printed Name: Yara M. Corbitt, P.E.

Title: President

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirement 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: Texas Cordia Construction, LLC

Address: 3149A Center Pointe Drive

Edinburg, Texas 78539

Date Organized: June 2011 Date Incorporated: _____

Office Number: (956) 627-6181 Fax Number: (956) 386-0289

Number of years in business under present name: 5 yrs

Type of work performed by your company: General Roadway Construction, Bridge Construction, Embankment, Caliche, Excavation, Miscellaneous Concrete

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: City of Weslaco

Address: 255 S. Kansas Ave., Weslaco, Texas 78539

Ph/Fx Number: (956) 447-3401 Email: _____

Scope of Work Description: Border Ave. Road and Waterline Improvements

Date Completed: 04/15/2016 Total Cost: $2,523,909.70

****

2. Owner: County of Willacy

Address: 576 West Main St., Raymondville, Texas 78580

Ph/Fx Number: (956) 689-4214 Email: _____

Scope of Work Description: Street and Drainage Improvements - Colonia Sebastian (West)

Date Completed: 02/10/2016 Total Cost: $1,904,379.00

****

3. Owner: City of Weslaco

Address: 255 S. Kansas Ave., Weslaco, Texas 78596

Ph/Fx Number: (956) 447 -3401 Email: _____

Scope of Work Description: Detention Pond and Reconstruction of Sugarcane Drive

Date Completed: 10/24/2014 Total Cost: $724,000.00

****

4. Owner: County of Hidalgo

Address: 2812 S. Business Highway 281., Edinburg, Texas 78539

Ph/Fx Number: (956) 318-2626 Email: _____

Scope of Work Description: Roadrunner Subdivision Paving & Drainage Improvements

Date Completed: 03/19/2015 Total Cost: $405,928.00

****

5. Owner: Hidalgo County - Urban County Program

Address: 427 E. Duarte Ave. Suite 107., Alamo, Texas 78516

Ph/Fx Number: (956) 787-8127 Email: _____

Scope of Work Description: Street Improvements to Old La Blanca Road (Mile 9 - Mile 10)

Date Completed: 01/07/2015 Total Cost: $315,000.00

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

J-09 Drain Improvements Phase II Construction Rio Grande Care Road to North Main Drain

City of Mercedes - Walking Trail Improvements

Street & Drainage Improvements - Sebastain West Phase 2

Hoehn Road Area Paving and Drainage Improvements

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

Failure to submit the information as required may result in a disqualification of your bid.

None anticipated

5. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No

subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications, and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications, or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers' compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, Bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this 26th day of October, 2016.

Texas Cordia Construction

By _____

Title President

Subscribed and sworn to me this 26th day of October, 2016.

By: _____

Notary Public in and for Hidalgo County, Texas

My commission expires 12/03/2017

ISABEL G. MARTINEZ
My Notary ID # 128118614
Expires December 3, 2017

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County **Pct # 2** (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until Wednesday ____ **OCTOBER 26, 2016** at 9:30 am and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # 2 **Yuma Avenue Extension Project (From McColl Road to 0.16 Miles East of McColl Road).**

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder (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): **Yuma Avenue Extension Project (From McColl Road to 0.16 Miles East of McColl Road)**

6. Qualifications of Bidder[i]

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 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

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 80 working days **"Standard Workweek"** thereafter. Bidder must agree also to pay as liquidated damages, the sum of $ 500.00 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 Mr. Christopher Rodriguez, P.E. at L&G Engineers 900 S. Stewart Rd, Ste. 10, Mission, Tx. 78572 , email address crodriguezl@lgengineers.com. 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.

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Bid Page

Hidalgo County Precinct #2 –Yuma Avenue Extension Project

Bid No.: 2016 –281-10-26-HGO

SCOPE OF WORK DESCRIPTION:
PROVIDE BIDS FOR "Four Lane Urban Section Road consisting of an Irrigation Structure, Grading, Lime Treated Subgrade, Flexible Base, Asphaltic Concrete Pavement, Curb and Gutter, Storm Sewer, Signing and Pavement Markings."

BID PRICE: $ 713,333.15

BIDDER/COMPANY NAME: Texas Cordia Construction, LLC

ADDRESS: 3149-A Center Pointe Drive

CITY/STATE/ZIP CODE: Edinburg, Texas 78539

PHONE & FAX NO'S: Phone: (956) 627-6181 & Fax: (956) 386-0289

CELLULAR #:

AUTHORIZED SIGNATURE:

PRINTED NAME: Yara M. Corbitt, P.E.

TITLE: President

Bidder acknowledges the following addendum(s):
Addendum #1 - 10/24/16

OPENED
9:45 10-26-16

Witnessed

Yuma Avenue Extention Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
100	6002		PREPARING ROW five hundred DOLLARS and no CENTS	STA	7.25	500.00	3,625.00
104	6013		REMOVING CONC (FOUNDATIONS) twenty-one DOLLARS and no CENTS	SY	169.00	21.00	3,549.00
104	6015		REMOVING CONC (SIDEWALKS) forty-four DOLLARS and no CENTS	SY	19.00	44.00	836.00
104	6017		REMOVING CONC (DRIVEWAYS) seven DOLLARS and no CENTS	SY	242.00	7.00	1,694.00
104	6022		REMOVING CONC (CURB AND GUTTER) four DOLLARS and no CENTS	LF	188.00	4.00	752.00
104	6026		REMOVE CONC (GUTTER) twelve DOLLARS and no CENTS	LF	52.00	12.00	624.00
106	6002		OBLITERATING ABANDONDED ROAD seven DOLLARS and no CENTS	SY	867.00	7.00	6,069.00
110	6001		EXCAVATION (ROADWAY) five DOLLARS and no CENTS	CY	1,629.00	5.00	8,145.00
110	6002		EXCAVATION (CHANNEL) six DOLLARS and no CENTS	CY	506.00	6.00	3,036.00
132	6005		EMBANKMENT(FINAL)(ORD COMP)(TYC) four DOLLARS and no CENTS	CY	506.00	4.00	2,024.00
132	6006		EMBANKMENT(FINAL) (DENS CONT) (TY C) three DOLLARS and no CENTS	CY	922.00	3.00	2,766.00
160	6003		FURNISHING AND PLACING TOPSOIL (4") one DOLLARS and fifty CENTS	SY	2,409.00	1.50	3,613.50
164	6026		CELL FBR MLCH SEED (PERM) (URBAN) (SANDY) three thousand two hundred DOLLARS and no CENTS	AC	0.50	3,200.00	1,600.00

OPENED
9:45 10-26-16

Witnessed

Yuma Avenue Extention Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
164	6030		CELL FOR MLCH SEED (TEMP) (WARM) three thousand two hundred DOLLARS and no CENTS	AC	0.50	3,200.00	1,600.00
168	6001		VEGETATIVE WATERING twenty -five DOLLARS and no CENTS	MG	76.00	25.00	1,900.00
204	6003		SPRINKLING (DUST CONTROL) ten DOLLARS and no CENTS	MG	58.00	10.00	580.00
247	6225		FL BS (RDWY DEL)(TY E GR 4)(FNAL POS) twenty-nine DOLLARS and no CENTS	CY	1,390.00	29.00	40,310.00
260	6010		LIME TRT (NEW BASE) (12") one DOLLARS and no CENTS	SY	4,377.00	1.00	4,377.00
260	6011		LIME TRT (EXST MATL) (12") one DOLLARS and twenty five CENTS	SY	4,457.00	1.25	5,571.25
260	6043		LIME (HYD, COM OR QK) (SLURRY) one hundred eighty five DOLLARS and no CENTS	TON	157.00	185.00	29,045.00
310	6009		PRIME COAT (MC-30) five DOLLARS and no CENTS	GAL	773.00	5.00	3,865.00
341	6047		D-GR HMA TY-D SAC-A PG76-22 ninety three DOLLARS and no CENTS	TON	670.00	93.00	62,310.00
354	6051		PLANE ASPH CONC PAV (0' TO 1 1/2") thirteen DOLLARS and no CENTS	SY	100.00	13.00	1,300.00
400	6010		STRUCTUAL EXCAVATION (SPL) forty two DOLLARS and no CENTS	CY	162.00	42.00	6,804.00
400	6011		SAND BACKFILL twenty DOLLARS and no CENTS	CY	309.00	20.00	6,180.00
402	6001		TRENCH EXCAVATION PROTECTION one DOLLARS and no CENTS	LF	156.00	1.00	156.00

OPENED
9:45 10-26-16

Witnessed

Yuma Avenue Extention Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
432	6001		RIPRAP (CONC)(4 IN) three hundred twenty five DOLLARS and no CENTS	CY	36.00	325.00	11,700.00
462	HC 001		CONC BOX CULV (12 FT X 5 FT) four hundred seventy six DOLLARS and no CENTS	LF	243.00	476.00	115,668.00
464	6038		RC PIPE (CL III)(18 IN) (SPL) thirty nine DOLLARS and no CENTS	LF	52.00	39.00	2,028.00
465	6019		INLET (COMPL)(PCO)(4FT)(RIGHT) one thousand eight hundred five DOLLARS and no CENTS	EA	1.00	1,805.00	1805.00
466	6209		WINGWALL (SW-0) (HW=6 FT) eight thousand seven hundred fifty five DOLLARS no and CENTS	EA	2.00	8,755.00	17,510.00
496	6007		REMOV STR (PIPE) forty DOLLARS no and CENTS	LF	584.00	40.00	23,360.00
496	6043		REMOV STR (SMALL FENCE) nine DOLLARS and no CENTS	LF	118.00	9.00	1,062.00
500	2001		MOBILIZATION eighteen thousand one hundred one DOLLARS and no CENTS	LS	1.00	18,101.00	18,101.00
502	2001		BARRICADES, SIGNS AND TRAFFIC HANDLING one thousand two hundred sixty five DOLLARS and no CENTS	MO	4.00	1,265.00	5,060.00
506	6021		CONSTRUCTION EXITS (INSTALL) (TY2) eight DOLLARS and no CENTS	SY	156.00	8.00	1,248.00
506	6024		CONSTRUCTION EXITS (REMOVE) four DOLLARS and no CENTS	SY	156.00	4.00	624.00
506	6031		FRNT END LOADER WORK (ERSN & SEDM CONT) eighty eight DOLLARS and no CENTS	HR	2.00	88.00	176.00
506	6041		BIODEG EROSN CONT LOGS (INSTL) (12") four DOLLARS and no CENTS	LF	49.00	4.00	196.00

OPENED 9:45 10-26-16

Witnessed

Yuma Avenue Extention Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
506	6043		BIODEG EROSN CONT LOGS (REMOVE) one DOLLARS and no CENTS	LF	49.00	1.00	49.00
508	6001		CONSTRUCTION DETOURS forty three DOLLARS and no CENTS	SY	245.00	43.00	10,535.00
529	HC 001		CONC CURB & GUTTER (VALLEY GUTTER) forty four DOLLARS and no CENTS	SY	143.00	44.00	6,292.00
529	6035		CONC CURB TY A (BARRIER) twelve DOLLARS and no CENTS	LF	1,401.00	12.00	16,812.00
530	6005		DRIVEWAYS (ACP) twenty five DOLLARS and no CENTS	SY	352.00	25.00	8,800.00
531	6001		CONC SIDEWALKS (4") thirty two DOLLARS and no CENTS	SY	631.00	32.00	20,192.00
531	6010		CURB RAMPS (TY 7) one thousand two hundred DOLLARS and no CENTS	EA	6.00	1,200.00	7,200.00
636	6001		ALUMINUM SIGNS (TY A) two hundred eighty DOLLARS and no CENTS	SF	6.33	280.00	1,772.40
644	6027		IN SM RD SN SUP&AM TYS 80(1)SA(P) two hundred seventy five DOLLARS and no CENTS	EA	5.00	275.00	1,375.00
644	6030		IN SM RD SN SUP&AM TYS 80(1)SA(T) three hundred twenty five DOLLARS and no CENTS	EA	1.00	325.00	325.00
666	6036		REFL PAV MRK TY 1 (W)8"(SLD)(100MIL) four DOLLARS and no CENTS	LF	145.00	4.00	580.00
666	6042		REFL PAV MRK TY 1 (W)12"(SLD)(100MIL) five DOLLARS and no CENTS	LF	138.00	5.00	690.00

OPENED
9:45 10-26-16
Witnessed

Yuma Avenue Extention Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
666	6048		REFL PAV MRK TY 1 (W)24"(SLD)(100MIL) eleven DOLLARS and no CENTS	LF	33.00	11.00	363.00
666	6300		RE PM W/RET REQ TY 1 (W)4"(BRK)(100MIL) two DOLLARS and no CENTS	LF	319.00	2.00	638.00
666	6315		RE PM W/RET REQ TY 1 (Y)4"(SLD)(100MIL) one DOLLARS and no CENTS	LF	1,418.00	1.00	1,418.00
668	6019		PREFAB PAV MRK TY B (W)(ARROW) two hundred ninety five DOLLARS and no CENTS	EA	2.00	295.00	590.00
668	6027		PREFAB PAV MRK TY B (W)(WORD) ~~five hundred~~ DOLLARS and no CENTS	EA	2.00	500.00	1,000.00
672	6007		REFL PAV MRKR TY I-C four DOLLARS and no CENTS	EA	23.00	4.00	92.00
672	6009		REFL PAV MRKR TY II-A-A four DOLLARS and no CENTS	EA	35.00	4.00	140.00
4024	HC 001		RC LOW HEAD PRESSR PIPE (CL III) (72") ~~four hundred~~ DOLLARS and no CENTS	LF	584.00	400.00	233,600.00
0	0		0 DOLLARS and CENTS	0	-		
0	0		0 DOLLARS and CENTS	0	-		
0	0		0 DOLLARS and CENTS	0	-		
					TOTAL BID	$ 713,335.15	

OPENED
9:45 10-26-16

Witnessed

Seven hundred thirteen thousand three hundred thirty five dollars and fifteen cents
TOTAL IN WORDS

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will prevail.)
The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
Bidder understands that the Owner reserves the right to reject any or all bids to waive any minor informalities in the bidding.

HIDALGO COUNTY PRECINCT #2 YUMA AVENUE EXTENSION PROJECT
(FROM MCCOLL ROAD TO 0.16 Miles East)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned Texas Cordia Construction, Inc. as Principal, and Philadelphia Indemnity Insurance Company as Surety, are hereby held and firmly bound unto Hidalgo County as OWNER in the penal sum of Five Percent Greatest Amount Bid -----(5% G.A.B.---) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 26th day of October, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to Hidalgo County a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the Bid No. 2016-281-10-26-HGO Hidalgo County Precinct 2 - Yuma Avenue Extension Project - McColl Road to 0.16 Miles E

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Texas Cordia Construction, Inc.

_____(L.S.)
Principal

Philadelphia Indemnity Insurance Company
Surety

By: _____
Kevin McQuain, Attorney-in-Fact

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Scott D. Chapman, Kevin McQuain, Justin McQuain, Rosalyn D. Hassell, Elaine Lewis, Keith Michael Illa and Jeanne M. Buchan of AG States Agency, LLC of The Woodlands, Texas.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$ 7,500,000.00** :

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DANIELLE PORATH, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires March 22, 2016

Notary Public:

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of October, 2016.

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety 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 information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tanbien puede escribir a Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener information acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: 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 el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse 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
Yuma Avenue Project (From McColl Road to 0.16 Miles East of McColl Road)

This Agreement, entered into this **15th** day of **November**, **2016** by and between Hidalgo County (hereinafter called the "OWNER," and, **Texas Cordia Construction, 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:

YUMA AVENUE EXTENSTION PROJECT (FROM McCOLL ROAD TO 0.16 MILES EAST OF McCOLL ROAD)

Hereinafter called the project, for the sum of **($713,335.15) Seven Hundred Thirteen Thousand Three Hundred and Thirty Five Dollars and Fifteen Cents** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **L&G Consulting Engineers, Inc., Christopher Rodriguez, P.E.,** entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **80 Working Days " Standard Workweek"** thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$500.00** 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.

IF CONFLICTS ARE FOUND BETWEEN THE HIDALGO COUNTY SPECIFICATIONS (AS DEFINED IN THE GENERAL CONDITIONS), IF ANY, AND THE TXDOT STANDARD SPECIFICATIONS FOR THE CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2014, THE TXDOT SPEFICIATIONS WILL TAKE PRECEDENCE.

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON, November 15, 2016.

CONTRACTOR: _____

Print Name & Title: Yara M. Corbitt, P.E., CEO

Name of Firm: TEXAS CORDIA CONSTRUCTION, LLC

Address: 3149-A Center Pointe Drive
Edinburg, Texas 78539

Fed I.D. #/SS #: 45-2590990

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 13rd day of January, 2017, by Yara M. Corbitt, PE, CEO Of and on behalf of Texas Cordia Construction, LLC
(Title) (A corporation)

ISABEL G. MARTINEZ
My Notary ID # 128118614
Expires December 3, 2017

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____ DATE: _____
Stephen L. Crain, Attorney

ATTEST: COUNTY OF HIDALGO:

_____ _____
Arturo Guajardo, Jr., County Clerk Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Hidalgo)

Yara M. Corbitt, P.E., being first duly sworn, deposes and says that:

(1) He is President, of Texas Cordia Construction, 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) _____

President

(Title)

Subscribed and sworn to before me on this 26th

Day of October 2016

_____

Administrative Assistant

Title

ISABEL G. MARTINEZ
My Notary ID # 128118614
Expires December 3, 2017

Hidalgo County BID NO.: 2016-281-10-26-HGO

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF Texas

COUNTY OF Hidalgo

KNOW ALL MEN BY THESE PRESENTS: That we (1) Texas Cordia Construction, LLC, a (2) Limited Liability Company, hereinafter called Principal and (3) Philadelphia Indemnity Insurance Company of Bala Cynwyd, Pennsylvania, hereinafter called the Surety, are held and firmly bound unto (4) Hidalgo County of Edinburg, Texas, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of Seven Hundred Thirteen Thousand Three Hundred Thirty-Three and 15/100 ($ $713,333.15) Dollars in lawful money of the United States to be paid in (5) Hidalgo County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) Hidalgo County, the Owner, dated the 15 day of November, A.D. 2016, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT # 2
YUMA AVENUE EXTENSION PROJECT (From McCOLL ROAD TO 0.16 Mi East)

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the -1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 13th day of January. A.D., 20 17.

ATTEST:

_____
(Principal) Secretary

(Seal)

_____
Witness as to Principal

_____
(Address)

Principal Texas Cordia Construction, LLC
By _____

(Address) 3149 Center Pointe, Ste A
Edinburg, TX 78539

Telephone Number: (956) 971-0289

Philadelphia Indemnity Insurance Company
Surety

ATTEST:

Stacy Owens
(Surety) Secretary Stacy Owens

(Seal)

Melissa Woods
Witness as to Surety Melissa Woods

25025 N. I-45 Frwy., Ste. 525
The Woodlands, TX 77380
(Address)

By Justin McQuain
Justin McQuain, Attorney-in-Fact

(Address) 20333 State Highway 249, Ste. 200
Houston, TX 77070

NOTE: If Contractor is partnership all Partners should execute bond

Telephone Number: (281) 378-8062

PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST:

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____,who signed the said bond on behalf of the Principal was then _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

PERFORMANCE BOND
(To be used in Texas under V.A.T.S. 5160)

THE STATE OF Texas

COUNTY OF Hidalgo

KNOW ALL MEN BY THESE PRESENTS: That we (1) Texas Cordia Construction, LLC, a (2) Limited Liability Company OF Texas, hereinafter called Principal and (3) Philadelphia Indemnity Insurance Company of Bala Cynwyd, State of Pennsylvania, hereinafter called the Surety, are held and firmly bound unto (4) Hidalgo County of Edinburg, Texas, hereinafter called Owner, in the penal sum of Seven Hundred Thirteen Thousand Three Hundred Thirty-Three and 15/100 ($ 713,333.15) Dollars in lawful money of the United States to be paid in (5) Hidalgo County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) Hidalgo County, the Owner, dated the 15 day of November, A.D. 2016, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT # 2
YUMA AVENUE EXTENSION PROJECT (From McCOLL ROAD TO 0.16 Mi East)

Hereinafter called the "Work").

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner
(Texas Performance Bond) - Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension

of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 13rd day of January 2017. A.D.

ATTEST:

(Principal) Secretary

(Seal)

Witness as to Principal

(Address)

Principal Texas Cordia Construction, LLC

By

3149 Center Pointe, Ste A

(Address) Edinburg, TX 78539

Telephone Number: (956) 971-0289

ATTEST:

(Surety) Secretary Stacy Owens

(Seal)

Witness as to Surety Melissa Woods

25025 N. I-45 Frwy., Ste. 525
The Woodlands, TX 77380
(Address)

Philadelphia Indemnity Insurance Company

By

Justin McQuain, Attorney-in-Fact

20333 State Highway 249, Ste. 200

(Address) Houston, TX 77070

Telephone Number: (281) 378-8062

NOTE: If Contractor is a partnership, all partners should execute bond.

PERFORMANCE-PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address) (Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Scott D. Chapman, Kevin McQuain, Justin McQuain, Rosalyn D. Hassell, Elaine Lewis, Keith Michael Illa and Jeanne M. Buchan of AG States Agency, LLC of The Woodlands, Texas.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$ 7,500,000.00** :

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DANIELLE PORATH, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires March 22, 2016

Notary Public: _____

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20____.

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety 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 information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tanbien puede escribir a Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener information acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: 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 el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse 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.

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, Yara M. Corbitt, P.E., authorized representative for Texas Cordia Construction, 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

10/26/2016
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, Yara M. Corbitt, P.E., possess all of the APPLICABLE:

1. Licenses: Texas Board of Professional Engineer (TX #100129).
2. Bonds: CHS Surety (Bid Bond, Performance & Payment Bond).
3. Certificates: Safety Reqs.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

10/26/2016
Date

Texas Cordia Construction, LLC
Company

3149A Center Pointe Drive
Address

Edinburg, Texas 78539
City, State, Zip

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/6/2017

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
Brown & Brown Lone Star Insurance Services Inc
1717 North Sam Houston Pkwy #115
Houston TX 77038

CONTACT NAME:
PHONE (A/C, No, Ext): 281-260-2000 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co	19682
INSURER B : Trumbull Insurance Company	27120
INSURER C : Travelers Prop Cas. Co of Amer	25674
INSURER D : Hartford Underwriters Ins Co	30104
INSURER E :	
INSURER F :	

INSURED TEXAS25
Texas Cordia Construction, LLC
Cordia Sue, LLC
3149 A Center Pointe Dr
Edinburg TX 78539

COVERAGES **CERTIFICATE NUMBER:** 154491264 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	61UEAQI0294	8/1/2016	8/1/2017	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$excluded
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY	Y	Y	61UEAQI0294	8/1/2016	8/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [X] OCCUR	Y	Y	ZUP51M3866016NF	8/1/2016	8/1/2017	EACH OCCURRENCE	$5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [X] RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	61WEAQI0295	8/1/2016	8/1/2017	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Equipment Leased or Rented			61MSZP9263	8/1/2016	8/1/2017	Limit Per Item Limit Per Occurrence	$100,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Auto & General Liability - The policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

Auto, General Liability & WC - The policies include a blanket waiver of subrogation endorsement that waives the underwriters rights of subrogation to the certificate holder only when there is a written
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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GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the word "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm L&G Engineers.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, 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,

Copeland A ct Regulations

(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

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.

parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government

contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer 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

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.

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 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

Copeland Act Regulations

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property 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 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.

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.

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.

Copeland Act Regulations

(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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AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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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 perfomance 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, perfomance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the 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 performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, 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 "B".

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-14.02.A.3 The amount of retainage with respect to pro-gress payments will be Five Percent (5 %).

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 "D"

GENERAL NOTES AND STANDARD SPECIFICATIONS

Control : **N/A**

Project : **Yuma Avenue Extension Project**

Location : **McColl Road to 0.16 Miles East of McColl**

County : **Hidalgo**

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by
Chistopher R. Rodriguez, P.E.
October 2016

Project Number: **Bid No.: 2016-281-10-26-HGO**

County: Hidalgo

Highway: Yuma Ave.

GENERAL NOTES:

Use the Texas Department of Transportation's "Standard Specifications for Construction And Maintenance of Highways, Streets, And Bridges" (November 2014) for item specifications information and requirements. The specification book shall read "Hidalgo County Precinct No. 2" in lieu of "The Texas Department of Transportation" and/or "The Department".

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GENERAL REQUIREMENTS AND COVENANTS TO ITEMS 1 THRU 9

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

Contact the 1-800 call services for locations of utilities before beginning any scarifying or excavating operations.

ITEM 5: Control of the Work

Prior to contract letting, bidders may obtain a free computerized transfer of files (from the Project Design Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in additional to, or instead of the electronic files are requested, they will be available at the Project Design Engineer's office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

ITEM 8: Prosecution and Progress

Working days will be computed and charged in accordance with Article 8.3.1.4. "Standard Workweek".

ITEM 100: Preparing Right of Way

Preparation of ROW will be done in accordance with the construction phasing shown on the Traffic Control Plans. Performance of this item will not be allowed outside of the project's current construction phase without prior approval by the County.

Project Number: **Bid No.: 2016-281-10-26-HGO**

County: Hidalgo

Highway: Yuma Ave.

ITEM 132: Embankment

Embankment (DENS CONT) shall be Type C with a max. PI of 40. Material used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the County.

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

It is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 160: Topsoil

Use topsoil as needed and directed by the project engineer for select problem areas. Unless otherwise approved by the County, use topsoil from approved sources outside the right of way as per standard specifications. Existing topsoil is to be salvaged and retained for re-use on the project as topsoil.

ITEM 164: Seeding for Erosion Control

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

SS-1 Tacking Agent shall be a ratio of 2:1, two (Emulsion) to one (water) and applied at a rate of 0.05 gallons per square yard. The SS-1 Tacking Agent required for Drill Seed operations, will not be paid for directly, but will be subsidiary to Item 164 "Drill Seeding." Watering shall not be used with the Drill Seed Method.

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Manual for dates and seed type).

Seed mixture shall be as specified under Item 164.

ITEM 166: Fertilizer

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent phosphorous and 5 percent Potassium. Fertilizer shall be homogenized.

ITEM 247: Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base (TY E GR 4) or (TY D GR 4) crushed concrete shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the County's expense in accordance with the provisions of Items 260.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

ITEM 260: Lime Treatment (Road Mixed)

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the County, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the County will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

Proof roll all constructed lime treated subgrade and bases courses in accordance with Item 216, "Proof Rolling." Correct soft spots as directed. Correction of soft spots in the subgrade or base courses will be at the Contractor's expense.

ITEM 300: Asphalts, Oils, and Emulsions

Temporary ramps/detours and driveways may use performance grade binder 64-22.

ITEM 310: Prime Coat

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the County.

ITEM 341: Dense-Graded Hot-Mix Asphalt

The contractor shall exercise diligence in the application of "Tack Coat" by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

Blading (not to exceed more than 3-ft from the pavement edge) may also be necessary to clean dirt and grass from pavement edges and turnout areas as work under this bid Item. The cost of this blading will not be paid for directly, but shall be considered subsidiary to this bid Item.

Project Number: **Bid No.: 2016-281-10-26-HGO**

County: Hidalgo

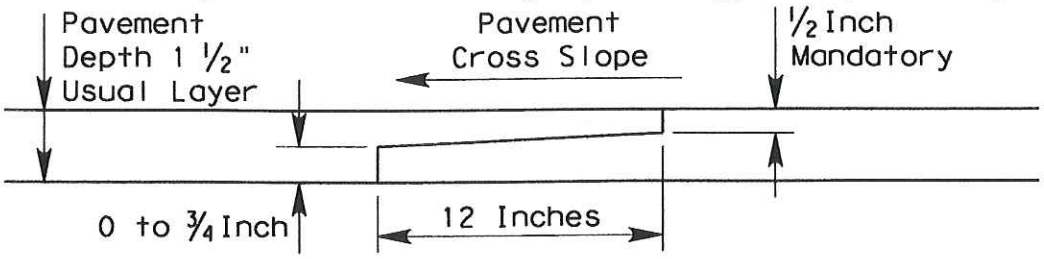
Highway: Yuma Ave.

This project will require the following minimum surface aggregate Classifications:

County	CSJ	Highway	Classification
Hidalgo	N/A	Yuma Ave	A

Level-up will be placed before the surface course. An asphaltic concrete spreading and finishing machine and/or motor graders; when approved by the County may be used to place the ACP level-up.

All unconfined longitudinal joints shall be constructed with a joint maker providing a maximum ½-inch vertical edge and a minimum 6:1 edge taper or as approved by the County.



NOTCHED WEDGE JOINT

The engineer may allow for variances to the dimensions shown.

The Hamburg wheel Test requirement for PG 64 binder will be 5,000 passes @ 0.5 inch rut depth.

Target Lab Molded Density for this project shall be 97%.

Public and private driveways need to have a smooth vertical transition between the edge of pavement and the existing driveways. The contractor is to add a vertical taper if needed which will be subsidiary to Item 341.

The use of RAP and RAS will not be allowed as part of the mix design for the final riding surface.

Use a release agent from the to clean and to coat the inside of truck beds for hauling equipment. Hauling equipment shall be cleaned prior to hauling material to job site. Submit a copy of the bill of lading to the County as part of the QCP. Ensure the pavement is free from any spillage of hydraulic oil or diesel from construction equipment. The County may reject trucks that contain any foreign material and suspend production if the pavement is contaminated by any pollutants mentioned above.

The percentage of RAS used in the total mix shall not exceed 3% when allowed. The use of only pre-consumer shingles will be permitted when RAS is allowed.

SAC B aggregate must have material properties that require 5 or less on the magnesium sulfate soundness test and 15 or less on the Micro-Deval test.

ITEM 354: Planing and Texturing Pavement

Contractor is to place seal coat or ACP layer(s) as indicated on plans within 14-calendar days of planing/milling operation unless otherwise directed by the engineer.

All planing/milling operation drop offs greater than 1-inch need to have a 3:1 slope taper unless otherwise directed by the engineer. The cost of the 3:1 slope taper is subsidiary to item 354.

For full width planing/milling locations, contractor is to place seal coat or ACP layer(s) as indicated on the plans within 2-calendar days of the planing/milling operation unless otherwise directed by the County. Contractor will not be allowed to move onto the next planing/milling location or seal coat/ACP overlay location until the exposed area is covered as per above. Contractor cannot get paid for the planing/milling operation until exposed area is covered as per above.

ITEM 400: Excavation and Backfill for Structures

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

Unless shown otherwise in the plans, use a 1-ft depth for Item 400 Structural Excavation (Special) for gravel bedding needed below drainage structures with unstable material.

ITEM 421: Hydraulic Cement Concrete

Provide Sulfate Resistant Concrete for all concrete items and structures within the project limits.

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test procedures.

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, "Computer Equipment":

(1) One Desktop Microcomputer or One Laptop Microcomputer
(2) One Integrated Printer/Scanner/Copier/Fax Unit

(3) Contractor-Furnished Software
(4) Hardware

Submit to the County for approval the project locations for all Portland Cement concrete washout areas prior to starting any concrete work.

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands and sidewalks.

ITEM 432: Riprap

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments. Provide ¼-inch thick dummy joints at least every 15-ft for riprap aprons placed around box and pipe culverts.

Do not use fiber reinforced concrete RIPRAP on side slopes equal to or steeper than 6:1 unless approved by the engineer.

ITEM 462: Concrete Box Culverts and Drains

All concrete boxes shall be cast in place as shown on the plans and inspected by the County for approval before any concrete can be applied.

ITEM 464: Reinforced Concrete Pipe

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

ITEM 465: Junction Boxes, Manholes & Inlets

For TY PSL with RG, FG, or SFG lid inlets, provide Class B concrete riprap with (6"x6" W3xW3 (no. 6 gauge) welded wire fabric) for any side that is touching the natural ground. The riprap will

be 4-in thick and 3-ft wide with an 8-in deep by 6-in wide toe unless otherwise shown in the plans. The cost will be subsidiary to Item 465 unless otherwise shown in the plans.

ITEM 466: Headwalls and Wingwalls

Do not use pre-cast headwalls/wingwalls.

ITEM 471: Frames, Grates, Rings, and Covers

All grates will be tack welded to the frames in a manner satisfactory to the Engineer.

ITEM 496: Removing Structures

Store the following items to be salvaged at a location designated by the County:

584 LF of 72" RCLHPP

Contractor shall take caution in removing and stock piling the existing structures. The Contractor shall be responsible for any damages to these existing structures. All damages shall be repaired by the contractor and will be considered subsidiary to Item 496. Stock piles must be inspected, approved, and accepted by the County. Hauling and stockpiling of the salvaged pipe shall be considered subsidiary to Item 496.

ITEM 502: Barricades, Signs, and Traffic Handling

Shadow vehicles equipped with Truck-Mounted Attenuators are required.

Replace/relocate all regulatory signs removed due to construction operations with the same sign on fixed support(s) immediately upon its removal. First obtain County approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and

relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

From the beginning to the end of the project, all traffic control devices need to be in acceptable condition as per the Texas Quality Guidelines for Work Zone Traffic Control Devices.

ITEM 504: Field Office and Laboratory

For this project a field office will not be required at the project site.

The Contractor will furnish a Type D Structure (Asphalt Mix Laboratory) modified by the following.

Laboratory room:

The other room of this building will be used as a laboratory and will include access to a bathroom facility from the interior. The laboratory and bathroom facility will have the walls, ceiling and floor insulated such that the air temperature can be maintained at 76 degrees Fahrenheit at all times.

Furnish for the County's use in the asphalt laboratory one (1) desktop computer.

ITEM 508: Constructing Detours

Flexible Base, prime coat, and Asphaltic Concrete Pavement used for detours shall meet the requirements of Items 247, 310 and 341 respectively, except for measurement and payment.

ITEM 529: Concrete Curb, Gutter, and Combined Curb and Gutter

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the County to achieve a uniform color and texture of the finished surface exposed to view.

The specifications listed on the standard, "Concrete Valley Gutter (6')" shall govern all construction of valley gutter within the project limits.

ITEM 530: Intersections, Driveways, and Turnouts

Prime coat shall meet the requirements of Item 310.

Project Number: **Bid No.: 2016-281-10-26-HGO**

County: Hidalgo

Highway: Yuma Ave.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the County.

Public and private driveways need to have a smooth vertical transition tie-in between the proposed driveway and the existing driveway. The contractor is to add a vertical taper if needed which will be subsidiary to Item 530.

ITEM 531: Sidewalks

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum 18-foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

ITEM 585: Ride Quality for Pavement Surfaces

Use Surface Test Type "A" for all pavement surfaces within the project limits.

Diamond grinding shall be used to remove localized roughness.

Pay adjustment schedules are not applicable to this project.

ITEMS 636: Signs

Complete sign blanks and panels shall be handled and stored at the job site in such a manner that corners, edges and faces are not damaged. Finished sign blanks shall be stored in either a weather-proof warehouse or outside and off the ground in a vertical position. All paper, cardboard and chemically treated separators and packaging shall be removed prior to outside storage.

ITEM 644: Small Roadside Sign Assemblies

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices" and the "Sign Crew Field Book" (SCFB).

All signs shall be erected according to the locations shown on the signing layout sheets except that a sign may be shifted in order to secure a more desirable location. All sign locations will be staked as shown in the plans and as approved. It is the intent of the plans to erect all roadside traffic signs with the sign edge a minimum of 6 feet from the edge of the shoulder, or if none, 12 feet from the edge of the travel lane. In curb and gutter sections the sign edge shall be a minimum of 2 feet from the face of the curb.

For this project, aluminum type sign blanks as provided for under Item 636 will be required for all proposed signing installed under Item 644. Aluminum sign blanks less than 7.5 square feet shall be 0.08 inch thick, sign blanks 7.5 to 15 square feet shall be 0.100 inch thick and sign blanks greater than 15 square feet shall be 0.125 inch thick.

All excess excavation shall be spread uniformly inside the right of way as directed and shall be included in the price of these Items.

Sign types which design details are not shown on the plans shall conform with the latest edition of the Department's "Standard Highway Sign Design for Texas" Manual.

Signs shown to be removed shall include the complete sign installation and separate the sign post at the concrete foundation. The concrete foundation shall be disposed in accordance with this Bid Item. Except for concrete foundations, all removed sign panels, sign posts, and hardware shall remain then property of the Department. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be recycled by TxDOT. The removed sign material will be required to be hauled to the maintenance yard closest to the project. No signs shall be removed without prior approval.

ITEMS 662 and 666: Work Zone Pavement Markings and Retroreflectorized Pavement Markings

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with test method Tex 828-B, or that fail to meet minimum retro reflectivity requirements for longitudinal pavement markings when required, will not be paid as per county policy. The roadway will be re-striped at no additional compensation.

Pavement surface preparation for markings and markers will not be paid for directly, but shall be considered subsidiary to Item 666.

Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type III beads dropped first.

Project Number: **Bid No.: 2016-281-10-26-HGO**

County: Hidalgo

Highway: Yuma Ave.

ITEM 677: Eliminating Existing Pavement Markings and Markers

Asphalt and aggregate types and grades shall be as approved in writing when a surface treatment is used to eliminate existing pavement markings.

PROJECT: Yuma Avenue Extension Project

COUNTY OF HIDALGO

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

STANDARD SPECIFIATIONS:

ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED BELOW:

STANDARD SPECIFICATIONS:

Items 1 to 9	INCL., GENERAL REQUIREMENTS AND COVENANTS
Item 100	PREPARING ROW (4)(5)(6)(103)
Item 104	REMOVING CONCRETE (9)
Item 106	OBLITERATING ABANDONED ROAD
Item 110	EXCAVATION (100)(132)
Item 132	EMBANKMENT (100)(204, 210, 216)
Item 160	TOPSOIL (7)(168)
Item 164	SEEDING FOR EROSION CONTROL (166, 168)
Item 168	VEGETATIVE WATERING
Item 204	SPRINKLING
Item 247	FLEXIBLE BASE (204, 210, 216)
Item 260	LIME TREATMENT (ROAD-MIXED) (204, 210, 216, 247, 300, 310, 520)
Item 310	PRIME COAT (300, 316)
Item 341	DENSE-GRADED HOT-MIX ASPHALT (300, 301, 320, 520, 585)
Item 354	PLANING AND TEXTURING PAVEMENT
Item 400	EXCAVATION AND BACKFILL FOR STRUCTURES (110, 132, 401, 402, 421)
Item 402	TRENCH EXCAVATION PROTECTION
Item 432	RIPRAP (420, 421, 440)
Item 462	CONCRETE BOX CULVERTS AND DRAINS (400, 402, 420, 421, 424, 440, 464, 476)
Item 464	REINFORCED CONCRETE PIPE (400, 402)
Item 465	JUNCTION BOXES, MANHOLES, AND INLETS (400, 420, 421, 424, 440, 471)
Item 466	HEADWALLS AND WINGWALLS (400, 420, 421, 432, 440, 464)
Item 496	REMOVING STRUCTURES

Item 500	MOBILIZATION
Item 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING
Item 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (432)
Item 508	CONSTRUCTING DETOURS
Item 529	CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER (420, 421, 440)
Item 530	INTERSECTIONS, DRIVEWAYS AND TURNOUTS (247, 260, 316, 421, 440)
Item 531	SIDEWALKS (104, 420, 421, 440, 530)
Item 636	SIGNS (643)
Item 644	SMALL ROADSIDE SIGN ASSEMBLIES (421, 440, 441, 442, 445, 636, 643, 656)
Item 666	REFLECTORIZED PAVEMENT MARKINGS (316, 502, 662, 677, 678)
Item 668	PREFABRICATED PAVEMENT MARKINGS (678)
Item 672	RAISED PAVEMENT MARKINGS (677, 678)

STANDARD PROVISIONS: ***SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.***

SPECIAL PROVISION	TO ITEM 400	(400-001)
SPECIAL PROVISION	TO ITEM 506	(506-003)

GENERAL:

THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITMES, IF ANY, AS MAY BE REFERREED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

Special Provision to Item 400
Excavation and Backfill for Structures

Item 400, "Excavation and Backfill for Structures" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 400.2., "Materials", is supplemented by the following:

Unless otherwise shown on the plans, the sand backfill shall have 70-100% passing a No. 10 sieve. The plastic Index (PI) as determined by Test Method Tex-106-E shall not exceed 6. At all pipe joints backfilled with sand, the Contractor shall install a filter fabric designed to prevent the migration of sand into the pipes as approved by the Engineer. Filter fabric shall meet the requirements of DMS-6200, Type I.

Unless otherwise shown on the plans, the gravel shall conform to Aggregate Grade No. 1, 2, 3 or 4 requirements shown on Table 4 of Article 421.2.

Article 400.4., "Measurement", is supplemented by the following:

4.4. Sand Backfill. Sand Backfill will be measured by the cubic yard. When shown on the plans, the excavation shall be backfilled to the elevations shown with sand. The sand backfill will be measured in accordance with the backfill diagram shown on the plans.

4.5. Structural Excavation (Special). Structural Excavation (Special) for Gravel Bedding will be measured by the cubic yard.

Section 5.1., "Structural Excavation", is supplemented by the following:

When the plans specify or when the Engineer directs the use of gravel bedding material, excavation below the footing grades will be measured and paid for as "Structural Excavation (Special)". The unit price bid for "Structural Excavation (Special)" shall also be full compensation for furnishing, hauling and placing gravel bedding material and for all labor, equipment, tools and incidentals necessary to complete the work.

Section 5.5., "Cutting and Restoring Pavement." The first sentence is voided and replaced by the following:

Cutting and restoring pavement will be paid for at the unit price bid for "Cutting and Restoring Pavement" of the type specified.

Article 400.5., "Payment", is supplemented by the following:

5.6. Sand Backfill. The unit price bid for "Sand Backfill" shall be full compensation for excavation and furnishing sand backfill and filter fabric, hauling, placing and compacting the sand backfill and filter fabric; and materials, equipment, labor, tools and incidentals.

Special Provision to Item 506

Temporary Erosion, Sedimentation, and Environmental Controls

Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 506.1., "Description." The second paragraph is voided and replaced by the following.

Contractor is considered primary operator to have day-to-day operational control as defined in TPDES GP TXR150000.

1.1. For projects with soil disturbance of less than 1 acre, no submittal to TCEQ will be required but Contractor will follow SWP3. For projects with soil disturbance of 1 acre to less than 5 acres a small site notice will be posted at the site. For projects with soil disturbance of 5 acres or more a notice of intent (NOI) is required and a large site notice posted at site. Postings will be in accordance with TPDES GP TXR150000. Postings not associated with project specific locations will be in same location as Department's postings.

1.2. Notice of Intent (NOI). Submit a NOI, if applicable, with the TCEQ under the TPDES GP TXR150000 at least 7 days prior to commencement of construction activities at the project site. Provide a signed copy to the Engineer and any other MS4 operators at the time of submittal. The Department will submit their NOI prior to contractor submission and will provide a copy for Contractor's use in completing the Contractor's NOI form.

1.3. Notice of Change (NOC). Upon concurrence of the Engineer, submit a NOC, if applicable, to the TCEQ within 14 days of discovery of a change or revision to the NOI as required by the TPDES GP TXR150000. Provide a signed copy of the NOC to the Engineer and any other MS4 operators at the time of submittal.

1.4. Notice of Termination (NOT). Upon concurrence of the Engineer, submit a NOT, if applicable, to the TCEQ within 30 days of the Engineer's approval that 70% native background vegetative cover is met or equivalent permanent stabilization have been employed in accordance with the TPDES GP TXR 150000. Provide a signed copy of the NOT to the Engineer and any other MS4 operators at the time of submittal.

Section 506.3.3., "Training," is supplemented by the following:

Training is provided by the Department at no cost to the Contractor and is valid for 3 yr. from the date of completion. The Engineer may require the following training at a frequency less than 3 yr. based on environmental needs:

- "Environmental Management System: Awareness Training for the Contractor" (English and Spanish) (Approximate running time 20 min.), and
- "Storm Water: Environmental Requirements During Construction" (English and Spanish) (Approximate running time 20 min.)

The CRPE, alternate CRPE designated for emergencies, Contractor's superintendent, Contractor, and subcontractor lead personnel involved in soil disturbing or SWP3 activities must enroll in and complete the training listed below and provide the certificate of completion to the Engineer before performing soil disturbing or SWP3 activities on the project. Coordinate enrollment as prescribed by the Department and pay associated fees for the following training:

- "Revegetation During Construction"
- "Construction General Permit Compliance," and

- "Construction Stage Gate Checklist (CSGC)."

Training and associated fee will not be measure or paid for directly but are subsidiary to this Item.

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: Yara M. Corbitt, P.E.
Title: President
Telephone Number: (956) 627-6181
Date: 10/26/2016

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Texas Cordia Construction, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☑ Partnership ☐ Other ▶ LLC ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
3149A Center Pointe Drive

Requester's name and address (optional)

City, state, and ZIP code
Edinburg, Texas 78539

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | | | | | | |

or

Employer identification number
4 5 - 2 5 9 0 9 9 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/26/2016

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Texas Cordia Construction, LLC Telephone No. (956) 627-6181

dba Name: Texas Cordia Construction , LLC

Legal Name: Texas Cordia Construction, LLC

Mailing Address : 3149A Center Pointe Drive Fax No. (956) 386-0289

Physical Address: 3149A Center Pointe Drive

City, State, Zip Edinburg, Texas 78539 Tax I.D. No. 45-2590990

Remit to Address : 3149A Center Pointe Drive City, State, Zip Edinburg, Texas 78539

E-Mail Address:

Representative(s) Name(s) & Title(s) Yara M. Corbitt, P.E., President / Isaac Heredia, Vice- President

Type of Organization (check one): ____ Individual √ Partnership ____ Corporation ____ Non-Profit
√ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 45-2590990 (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas Date: June 2011 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:

Yara M. Corbitt, P.E.,President / Isaac Heredia, Vice-President

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☑ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☑ Hispanic American
☐ Asian Pacific American
☐ Native American
☑ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☑ No

Indicate Certification No.(s): ____ or are Certificate(s) attached?: ☐ Yes ☑ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☑ No

To Be Completed by the County: Rec'd by (Purchasing): ____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office: ____ Entry Date: ____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☑ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☑ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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.

Texas Cordia Construction, LLC

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.

N/A

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

SARA CORBITT, P.E.

02/18/2016

Date

VG-120-2016-2688575

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2688575

Recorded On: February 24, 2016 02:53 PM

Billable Pages: 2

Number of Pages: 3

*****Examined and Charged as Follows*****

Total Recording: 40.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:
Document No: 2688575
Receipt No: 20160224001259
Recorded On: February 24, 2016 02:53 PM
Deputy Clerk: Elisa Castillo
Station: CH-1-CC-K15

Record and Return To:
Texas Cordia Construction, LLC
3149 A Center Point Drive
original returned to customer
Edinburg TX 78539

COUNTY COURT * COUNTY OF HIDALGO, TEXAS *

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

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.

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 16th day of January, 2017.

Texas Cordia Construction, LLC
Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall

appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the

subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

General Decision Number: TX160008 01/08/2016 TX8

Superseded General Decision Number: TX20150008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

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

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	

Excavator, 50,000 lbs or less.....$ 12.56
Excavator, over 50,000 lbs..$ 15.23
Foundation Drill, Truck Mounted.....$ 16.86
Front End Loader Operator, Over 3 CY.....$ 13.69
Front End Loader, 3 CY or less.....$ 13.49
Loader/Backhoe.....$ 12.77
Mechanic.....$ 15.47
Milling Machine.....$ 14.64
Motor Grader Operator, Rough.....$ 14.62
Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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

Yuma Avenue Extension Project - From McColl Road to 0.16 Miles East
Checklist for Documentation Required for Drainage Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: **Yuma Avenue Extension Project - McColl Road to 0.16 Miles East /Pct. No. 2**

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER NUMBER ONE(1)

Project: Yuma Avenue Extension Project - From McColl Road to . 0.16 Miles East

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.

SAMPLE

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: _____

APPLICATION FOR PAYMENT NO.

SAMPLE

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: **Yuma Avenue Extension Project - From McColl Road to Jackson Road**
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):	
___5%___ 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

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Estimate Quantity Update Worksheet

Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

SAMPLE

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

SAMPLE

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary

Bid No.#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit E-E

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe	7301 W. Exp. 83 Mission, TX 78572	(956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,

Raul Iglesias, Manger

DRAFT

Exhibit E-H

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: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNT 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: _____

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:

Contractor Name

Starting Date

Project Ending Date

Retainage Percent

Summary					
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
	TOTALS:	**$ -**	**$ -**	**$ -**	**$ -**

Application No. _____

Application Date: _____

Period To: _____

Engineer Firm _____

Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Contractor Name
Starting Date
Project Ending Date
Engineer's / County Project Description

Application No.:
Application Date:
Period To:
Engineer's / County Project No.:

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value		Revised Rates	Value		First Month			Second Month			Third Month			Total to Date	Balance To Finish	
					Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)		Quan	Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-						-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-o

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:
2017-151338

Date Filed:
01/06/2017

Date Acknowledged:
01/17/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texas Cordia Construction, 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-16-281-11-15
Yuma Ave Extension Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Heredia, Isaac	Edinburg, TX United States	X	
Corbitt, Yara	Edinburg, 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:
2017-151338

Date Filed:
01/06/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Texas Cordia Construction, 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-16-281-11-15
Yuma Ave Extension Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Heredia, Isaac	Edinburg, TX United States	X	
Corbitt, Yara	Edinburg, 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.

ISABEL G. MARTINEZ
My Notary ID # 128118614
Expires December 3, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Yara M. Corbitt, P.E., CEO, this the 6th day of January, 2017, 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
	Isabel G. Martinez	Administrative Assistant

AI-58161 **Purchasing Department** **19. B. 2.**

CC - REGULAR

Meeting Date: 01/24/2017

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

Department: COMM. PCT. #2

Information

CAPTION

Approval of Work Authorization No. 1 (with an estimated cost of $5,305.00) as submitted by Terracon Consultants, Inc., Contract No. C-16-208-07-19 to provide construction material testing services for the Pct 2 Sgt Trevino Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-133-0-841

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

BUDGETARY IMPACT:

Funding available as of 1/20/17.

Attachments

Work Auth #1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/20/2017 02:53 PM
Budget & Management	Veronica Ortiz	01/20/2017 03:09 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Erika Zamora		Started On: 01/20/2017 11:36 AM
Final Approval Date: 01/20/2017		

HIDALGO COUNTY

Professional Engineering Services
Contract # C-16-208-07-19
Work Authorization Form

WORK AUTHORIZATION NO. **1**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, Terracon Consultants, Inc., professional engineers of Pharr, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide construction material testing services for the Sgt. Trevino Road Project from Raul Longoria Road to Cesar Chavez Road.

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 $ 5,305.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon project completion as indicated in the "Exhibit C-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #2,** as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY PRECINCT #2 _____

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ___ day of _____, 2017.

THE ENGINEER:
Terracon Consultants, Inc.

_____
By: Alfonso A. Soto, P.E.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

Scope of Services to be provided by the Engineer

Terracon will perform materials testing in general accordance with the project specifications. The time required for quality control testing during the construction phase on the project is directly related to the contractor's scheduling and performance. Therefore, our fee for materials testing and observation services will be based upon applicable unit prices and hourly rates. Our anticipated scope of services is as follows:

- Field density/moisture testing and laboratory evaluation of soils; and
- Field testing and laboratory evaluation of asphaltic concrete materials used during pavement construction.

Experienced field/laboratory personnel will be provided for testing services. All field/laboratory materials testing/inspection will be performed under the direction of a Texas Registered Professional Engineer. A detailed scope of services envisioned to complete the testing is as follows:

SOILS

Observations/testing will be performed by, or under the direction of a Texas Registered Professional Engineer. The field services will be supported by appropriate laboratory evaluation of soils used as fill or backfill on the site. The laboratory testing will include laboratory moisture-density relationship (Proctor), with sieve analysis and Atterberg limit determinations for classification and/or determination of import fill suitability. Laboratory material evaluations will be conducted as specified for each type of soil encountered during fill placement. The testing will be performed to check compliance with project specifications. The project contractor and construction manager personnel on the site will be informed of our field observations and test results. Written reports of test results will be prepared on a regular basis throughout the project duration and distributed per your directive.

ASPHALT

Observations/testing will be performed by, or under the direction of TxDOT Level 1A and 1B certified engineering technicians or equivalent qualified engineering technicians on as requested basis during placement of asphalt at the project. The asphalt will be sampled and submitted to our laboratory for mix properties, asphalt content and aggregate grain size distribution to verify compliance with project specifications. Asphalt cores will confirm thickness and nuclear gauge density.

PROJECT MANAGEMENT

The project manager will be the point of contact for the project and his duties include as related materials testing and observation services the following:

a) Attend construction meetings, on as scheduled basis;

b) Review concrete mixes submitted, on as scheduled basis;
c) Coordinate field and laboratory testing;
d) Communicate with Terracon field technicians, Contractor, and Owner's site representative;
e) Review laboratory and field test reports;
f) Control our budget and invoice;
g) Performing site visits to the project site; and
h) Provide technical assistance.

EXHIBIT C – Work Schedule

Terracon's work schedule is directly related to the contractor's scheduling and performance. It is the responsibility of the contractor or your designated representative to notify Terracon, in advance (minimum of 24 hour notice), for testing services required on this project. Our services will be performed on an as requested basis.

EXHIBIT D – PROPOSAL

Our fee estimate is in accordance with the time and tests performed as shown below.

SOILS

Estimate 24 hours in-place nuclear moisture-density testing @ $45/hour ..... $ 1,080.00
Estimate 1 modifed proctor (soil with gravel, base materials (6" mold)) @ $275/test..... $ 275.00
Estimate 1 Atterberg Limits (Liquid and Plastic Limits – Single Point Test) @ $75/test ..... $ 75.00
Estimate 1 sieve analysis through 200 sieve (washed)@ $110/test ..... $ 110.00
Estimate 8 nuclear gauge days @ $35/day ..... $ 280.00
Estimate 8 vehicle trip charge @ $30/trip ..... $ 240.00
Sub-Total (Soils) ..... *$ 2,060.00*

ASPHALT

Estimate 36 hours senior engineering technician @ $55/hour..... $ 1,980.00
Estimate 1 core rig and equipment day @ $150/day..... $ 150.00
Estimate 10 asphalt coring (patching of holes, each) @ $44/core patch..... $ 440.00
Estimate 6 vehicle trip charge @ $30/trip..... $ 180.00
Sub-Total (Asphalt) ..... *$ 2,750.00*

CME Project Manager 4 hours @ $90/hour..... *$ 360.00*
Senior Engineer 1 hour @ $135/hour..... *$ 135.00*

Total Cost ..... ***$ 5,305.00***

AI-58170 **Purchasing Department** **19. C. 1.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Supplemental Agreement #3 - WA No. 1 for "Additional Services" with an "increase" of ($ 14,640.00) revising the estimated total cost to ($ 67, 590.00) as submitted by project engineer, Halff Associates, Inc., under (on call) Professional Services Agreement# C-16-188-05-10 for “Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings” (on an as needed basis) for Precinct 4, [Project: "Sanitation Collection Facility and "M" Road Building"].

BACKGROUND

SA3-WA1 - C-16-188-05-10 - Halff Associates Inc. (Sanitation Facility Project)

Fiscal Impact

FISCAL YEAR: 2017 ACCT. #: 7-1100-432-00-124-162-334 & 740

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

BUDGETARY IMPACT:

Attachments

SA3-WA1-Halff Assoc Inc-C-16-188-05-10

Form Review

Inbox	**Reviewed By**	**Date**
Purchasing Department	Marty Salazar	01/20/2017 02:50 PM
Budget & Management	Veronica Ortiz	01/20/2017 03:10 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Letty Saenz		Started On: 01/20/2017 01:38 PM
Final Approval Date: 01/20/2017		

EXHIBIT "F"

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. 3 to WORK AUTHORIZATION No. 1

C-16-188-05-10

TO MAIN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES for **"Building Renovation Design and Site Improvements for Hidalgo County Precinct 4 at Sanitation Collection Facility and M Road Building. "**

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 **HALFF ASSOCIATE INC.**, Professional Engineers of, **McAllen**, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the **10th day** of **May, 2016** and **Work Authorization No. 1** on the **10th day** of **May, 2016,** concerning Engineering for: **A/E Building Renovation Design and Site Improvements for Hidalgo County Precinct 4 Sanitation Collection Facility and M Road Building.** (Hereinafter referred to as the "Project"); and,

WHEREAS, Article **2.1** of the Agreement, Scopes of Work and Part I. of ***Work Authorization No. 1***, Scopes of Work establishes the Scopes of Work for ***Work Authorization No. 1***; and,

WHEREAS, it has become necessary to amend the contract to provide **Additional Services for Owner requested Modification to M Road Building.**

The following is additional work needed:

1. **Design Phase Services $9,190.00**
2. **Cost Procurement Services $1,265.00**
3. **Construction Phase Services $4,185.00**

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said ***Work Authorization No. 1*** of the Agreement is amended as follows:

I. Part of Work Authorization No. 1; Scopes of Work is revised to provide **Additional Services for Owner requested Modification to M Road Building.**

The following is additional work needed:

1. **Design Phase Services $9,190.00**
2. **Cost Procurement Services $1,265.00**
3. **Construction Phase Services $4,185.00**

II. Part 2. of Work Authorization No. 1; Estimated Cost is to be paid as a lump sum based on Contract Rates established in Exhibit "D" of the Agreement. Refer to main agreement, Article 9, Additional Services.

NOW THEREFORE, Work Authorization No. 1is increased by **$14,640.00** to a revised total of **$ 67,590.00.**

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 **24th** day of **January , 2017**.

THE ENGINEER:
HALFF ASSOCIATES, INC.

BY:_____
Menton J. Murray, III, PE, LEED AP/ Vice President

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

PLEASE
& RE

LIST OF ATTACHMENTS

- Exhibit "D" Lump Sum Cost Proposal
- Exhibit "C" Work Schedule

EXHIBIT C
-Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in **Article 7** of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

NTP:	**01/24/2017**
Design	**01/25/2017 – 01/29/2017**
Change Order: Procure\Negotiate\ Price	**01/30/2017 – 02/02/2017**
Commissioner's Approval	**02/07/2017**
Construction	**02/08/2017 – 03/25/2017**

EXHIBIT D
Cost Proposal

Provide Electrical Engineering and facility modification for relocation of electrical equipment located in basement flood areas. Electrical design of optional New Generator Emergency System.

Phase 1	
• **Building Renovation Design and Site Improvements**	**29,810.00**
○ **Sub-Contract Chanin Engineering**	**7,500.00**
○ **Sub-Contract C. Gonzalez RAS**	**1,650.00**
	38,960.00
Phase 2	
• **Bid Phase Services**	**3,280.00**
Phase 3	
• **Construction Phase Services**	**7,715.00**
Supplemental Agreement No. 1	
• **Additional Service Sub-Contract Chanin Engineering**	**1,500.00**
• **Additional Service Engineering Services**	**500.00**
	2,000.00
Supplemental Agreement No. 2	
• **Additional Asbestos testing (Sub-Consultant TSEC)**	**685.00**
• **Administrative Services**	**310.00**
	995.00
Supplemental Agreement No. 3	
• **Additional Service Owner requested Modification to M Road**	
1. **Design Phase Services**	**9,190.00**
2. **Cost Procurement Services**	**1,265.00**
3. **Construction Phase Services**	**4,185.00**
	14,640.00
Total:	**$67,595.00**

Halff Associates, Inc.
Fee Schedule-Hidalgo County Sanitation Collection and M Road Building Modifications
HIDALGO COUNTY 2015 On-Call Contract No: C16-188-05-10, Supplement #3

	Project Manager	PE	EIT	Designer	Contract Admin	CAD Tech	Clerical	2-Man Survey Crew	Sub-Consultant	TOTAL (HOURS)	TOTAL ($)
Contracted Rate:	$215	$170	$130	$85	$95	$65	$60	$155			
Design Phase											
Scoping Establishment	3			3	2		1			9	$1,150.00
Lobby 100: transaction window	1	2		6						9	$1,065.00
Lobby 100: CCTV addition				1						1	$85.00
Corridor 101: Camera rough-in				0.5						0.5	$42.50
Office 102: Millwork		2		8						10	$1,020.00
Interview Room: Acoustical panels		2		4						6	$680.00
Interview Room: Production Lighting		1		4						5	$510.00
Interview Room: Floor sweeps				1						1	$85.00
Cubicle Station: Demo plan		1		4						5	$510.00
Cubicle Station: Concrete Floor Treatment		2		2						4	$510.00
Cubicle Station: Door frame replacement				1						1	$85.00
Cubicle Station: Camera Rough-in				0.5						0.5	$42.50
Room North of Cubicle station: Concrete floor treatment				2						2	$170.00
Room North of cubicle station: Hardware replacement		1		1.5						2.5	$297.50
Corr East of Corr 101: Remove ext. door/frame and provide new alum. set	1	4		4						9	$1,235.00
Corr East of Corr 101: camera rough-in				0.5						0.5	$42.50
Conference Room: 5 station millwork with Elec and data infrastructure	1	4		8						13	$1,575.00
Conference Room: CCTV additions				1						1	$85.00
										0	$0.00
Sub-Consultant Costs									$0		$0.00
Phase I Design Sub-Total (Hours)	**6**	**19**	**0**	**52**	**2**	**0**	**1**	**0**		**80**	
Phase I Design Sub-Total ($)	**$1,290**	**$3,230**	**$0**	**$4,420**	**$190**	**$0**	**$60**	**$0**	**$0**		**$9,190.00**
Phase 2											
Cost Procurement Services											
Obtain Pricing and Review	2									2	$430.00
Change Order Preparation	1				2					3	$405.00
Attendance at Commissioners Court Meeting (1)	2									2	$430.00
Phase 2 Bid Sub-Total (Hours)	**5**	**0**	**0**	**0**	**2**	**0**	**0**	**0**		**7**	
Phase 2 Bid Sub-Total ($)	**$1,075**	**$0**	**$0**	**$0**	**$190**	**$0**	**$0**	**$0**	**$0**		**$1,265.00**
Phase 3											
Construction Phase Services											
Addtl Construction Meetings (1)	2									2	$430.00
Review Additional Submittals	1	4		4						9	$1,235.00
Review Additional Payment Applications	2									2	$430.00
CA Phase Administrative Support					2		4			6	$430.00
Additional Field Observations(2 Field Meetings)	2			4						6	$770.00
additional Punch List and Final Observation	2			4			2			8	$890.00
Phase 3 Construction Admin Sub-Total (Hours)	**9**	**4**	**0**	**12**	**2**	**0**	**6**	**0**		**33**	
Phase 3 Construction Admin Sub-Total ($)	**$1,935**	**$680**	**$0**	**$1,020**	**$190**	**$0**	**$360**	**$0**	**$0**		**$4,185.00**
TOTAL HOURS (PRIME CONSULTANT)	**20**	**23**	**0**	**64**	**6**	**0**	**7**	**0**	**0**	**120**	
TOTAL EXPENSES											
TOTAL LABOR PLUS EXPENSES											**$14,640.00**

AI-58174 **Purchasing Department** **19. C. 2.**

CC - REGULAR

Meeting Date: 01/24/2017

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-17-031-01-24 with South Texas Infrastructure Group, LLC for: "job specific" project: "Phase II of the Sunflower Park --Concrete Sidewalk, Walking Trail, Parking and Drive Project" located within Precinct No. 4;

b. Pursuant to Article 14, under agreement #C-17-031-01-24 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 $ 74,339.05) South Texas Infrastructure Group, LLC for: "job specific" project: "Phase II of the Sunflower Park --Concrete Sidewalk, Walking Trail, Parking and Drive Project" located within Precinct No. 4, in connection to agreement # C-17-031-01-24.

BACKGROUND

Agreement# C-17-031-01-24/ WA1/ HB1295-STIG (PH II-Sunflower Park)
Legals approval

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-419-40-124-123-0-740

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

BUDGETARY IMPACT:

refer to AI 58136 for funding

Attachments

Contract-C-17-031-01-24-STIG-Pct 4 (Ph II-Sunflower Park)
WA1-STIG-PH II Sunflower Park-Pct 4
SubContractor Notice by STIG-C-17-031-01-24-Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/20/2017 04:59 PM
Budget & Management	Veronica Ortiz	01/20/2017 05:01 PM
Glinda Pacheco	Glinda Pacheco	01/20/2017 05:07 PM
Glinda Pacheco	Glinda Pacheco	01/20/2017 05:07 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Letty Saenz Started On: 01/20/2017 02:56 PM

Final Approval Date: 01/20/2017

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-17-031-01-24

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 of the **"Phase II of the Sunflower Park - Concrete Sidewalk, Walking Trail, Parking and Drive Project"** 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, **January 24, 2017,** expiring, **January 23, 2018** 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: 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;

(1) 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.

(2) 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;**

(3) 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 _____, **2017.**

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: _____, 2017.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain

ATTACHMENTS:

LOCATION MAP
EXHIBIT A-1 -RFQ Procurement Packet
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT D-1 -Estimated Project Fee Schedule
EXHIBIT E -Sample Work Authorization Form
EXHIBIT F -Sample Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*

EXHIBIT A-1

-REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

February 01, 2016

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2016-002-02-17-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2016-002-02-17-YZV

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1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	1
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D1, CIQ Conflict of Interest Questionnaire	3
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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

Scope of Services to be provided by the Engineer
Sunflower Park Phase II
Concrete Sidewalk, Walking Trail, Parking, & Drive Project

A. Engineering Services

PARK FOR SIDEWALK, WAKING TRAIL, PARKING, & DRIVEWAY PROJECT

1) Develop Typical Sections – No Pavement design will be completed as part of the scope of work. Pavement Section for drive and parking lot 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 park drive, parking, concrete sidewalk, walking trail and park amenities quantities and prepare quantity summary sheet.
5) Develop Miscellaneous Park Drive, Parking, and Park 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. 4, 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. 4 and other agencies as necessary.

B. FIELD DESIGN SURVEY SERVICES

SURVEYING

1) Topographic survey of entire project length.
2) Topography shall include any existing drainage crossings.
3) Include flow lines, size and direction of drainage channels/structures.
4) Include utilities
5) Perform one-call (Dig Tess) and identify and locate utilities (within Limits of R.O.W) as flagged/marked by utility companies.
6) Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains.
7) 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.
8) 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) Geotech services prior to PS&E development
2) Construction materials testing during construction

EXHIBIT C
-WORK SCHEDULE

EXHIBIT C
WORK SCHEDULE

Exhibit "C"

Work Schedule
Sunflower Park Phase II(WA#1)
Concrete Sidewalk, Walking Trail, Parking, Drive Project
Contract No. C-17-031-01-24

TASK AND DESCRIPTION	FIRM	2016			2017								
		October	November	December	January	February	March	April	May	June	July	August	September
Phase I: Park Design Plans and Specifications	STIG												
A. Design Survey & Park 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
-ENGINEER'S CONTRACT RATES

South Texas Infrastructure Group, L.L.C.

Contract Rate 2017

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 CADD Technician	$ 79.00
Admin/Clerical	$ 50.00

R.O.W. Surveying Services, L.L.C.

(Sub-Contractor)

Contract Rate 2017

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 01/03/2017

EXHIBIT D-1

-ESTIMATED PROJECT FEE SCHEDULE

Exhibit "D-1"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT

Work Authorization No. 1

Project: **Sunflower Park Phase II Concrete Sidewalk, Walking Trail, Parking, & Drive Project WA 1**
County: Hidalgo County, Texas
From: @ Sunflower Rd. and SH 107
Description of Work: Park Improvement Expansion

South Texas Infrastructure Group, LLC

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	$187.00	$161.00	$125.00	$98.00	$95.00	$85.00	$50.00		
Project DESIGN CONTROLS (FC160)									
160. Geometric Design									
2.0 Develop Geometric Project Layout		0	8	30	16	16		70	$ 6,498.96
160.1 Park Design									
1.0 Design and Develop Park Layout (PS&E)		0	8	30	8	8		54	$ 5,226.64
2.0 Design and Develop Alignment - Park (PS&E)		0	8	24	8	8		48	$ 4,638.64
3.0 Develop Park Sidewalk Data Sheet		0	1	16	4	4		25	$ 2,330.95
4.0 Design and Develop Park Drive and Parking Geometric File (PS&E)		0	4	6				10	$ 1,095.16
13.0 Develop Driveway P&P Sheets		0	1	4	4	6		15	$ 1,308.03
14.0 Design and Develop Misc. Park Details		0	1	4	2	2		9	$ 836.87
15.0 Select Pertinent Park Standards		0	1	4	1	1		7	$ 677.83
160.5 Cut and Fill Quantities									
1.0 Develop Earthwork Quantities for Park Drive and Parking			8	24	6	6		44	$ 4,320.56
160.7 Parking and Driveway Design (See Laboratory Fee Schedule)									
								0	$ -
Subtotal Hours	0	0	40	142	49	51	0	282	
Subtotal Cost	$0.00	$0.00	$5,000.00	$13,916.00	$4,655.00	$4,335.00	$0.00		$ 26,933.64

* 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	$187.00	$161.00	$125.00	$98.00	$95.00	$85.00	$50.00		
DRAINAGE (FC161)									
161.1. Drainage Report									
1.0 Site Visit to Confirm Outfalls and Existing Drainage Infrastructure		0	2	4				6	$ 645.58
2.0 Obtain and Review Existing Hydrologic Models		0	4	8	4			16	$ 1,621.16
3.0 Review Drainage As-Builts		0	1	1				2	$ 224.79
4.0 Develop Exterior Drainage Area Boundaries		0	4	10	8	4		26	$ 2,453.32
5.0 Develop Interior Drainage Area Boundaries		0	4	8	8	4		24	$ 2,257.32
7.0 Compute Discharges for Interior Drainage Areas		0	8	12	4			24	$ 2,520.32
161.3. Culvert and Storm Drain Design									
1.0 Design and Develop Hydraulic Computations for Outfall Channel		0	8	12				20	$ 2,190.32
2.0 Design and Develop Hydraulic Computations for Culvert Crossings		0	4	8	4			16	$ 1,621.16
3.0 Design and Develop Hydraulic Computations for Storm Sewer System		0	4	8	4			16	$ 1,621.16
6.0 Develop Interior Drainage Area Map Sheets		0	4	8	4	4		20	$ 1,927.32
7.0 Develop Hydrologic Computation Sheets		0	4	8	4	4		20	$ 1,927.32
8.0 Develop Storm Sewer Plan Sheets		0	4	8	4	4		20	$ 1,927.32
9.0 Select pertinent Drainage Standards		0	4	8	4	4		20	$ 1,927.32
10.0 Prepare Drainage Details for outlet protection, etc.		0	2	6	4	2		14	$ 1,324.66
14.0 Develop Hydraulic Data Sheets		0	8	8	2	4		22	$ 2,269.48
Subtotal Hours	0	0	65	117	54	30	0	266	
Subtotal Cost	$0.00	$0.00	$8,125.00	$11,466.00	$5,130.00	$2,550.00	$0.00		$ 26,458.55

* 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***	$187.00	$161.00	$125.00	$98.00	$95.00	$85.00	$50.00		
163.5. SW3P Plans									
1. Develop SW3P Narrative			4	4		2		10	$ 1,052.24
2. Develop EPIC Sheet			4	4		4		12	$ 1,205.32
3. Develop SW3P Layouts			4			4		8	$ 813.32
4.Select SW3P Standards			2	2		2		6	$ 602.66
163.11. Specifications and General Notes									
1. Develop General Notes and Specifications			4	8				12	$ 1,291.16
163.12. General Plans & Task									
1. Develop Project Title Sheet			2	8		1		11	$ 1,114.12
2. Develop Index of Sheets				8				8	$ 784.00
4. Develop PS&E Documentation (1002, etc.)			1	8				9	$ 910.79
Subtotal Hours	0	0	21	42	0	13	0	76	
Subtotal Cost	$0.00	$0.00	$2,625.00	$4,116.00	$0.00	$1,105.00	$0.00		$ 7,773.61

* 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	2	1	0	6	0	0	9	$ 1,262.00
II. Secondary Project Control									
i. Set additional secondary control points as needed	0	1	1	0	4	0	0	6	$ 827.00
ii. Horizontal values established with RTK or VRS	0	1	1	0	4	0	0	6	$ 827.00
iii. Vertical values established with digital level	0	1	1	0	4	0	0	6	$ 827.00
III. Setting benchmarks									
i. Setting Benchmarks	0	1	1	0	6	0	0	8	$ 1,137.00
B. Design Surveys									
i. Topography	0	1	4	0	16	0	0	21	$ 2,933.00
ii. Locate visible utilities	0	1	1	0	4	0	0	6	$ 827.00
iii. Utilities	0	1	1	0	4	0	0	6	$ 827.00
iv. Existing	0	1	1	0	4	0	0	6	$ 827.00
v. Cross section intersecting streets	0	1	1	0	3	0	0	5	$ 672.00
vi. Drive ways and turnouts	0	1	1	0	3	0	0	5	$ 672.00
vii. Existing Storm Drain	0	1	1	0	3	0	0	5	$ 672.00
viii. Outfalls	0	1	1	0	3	0	0	5	$ 672.00
	0	0	0	0	0	0	0	0	$ -
Subtotal Hours	0	14	16	0	64	0	0	94	
Subtotal Cost	$0.00	$1,750.00	$1,312.00	$0.00	$9,920.00	$0.00	$0.00		$ 12,982.00

* 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)	250	$ 0.565							$141.25
MEALS (Overnight stay Required)		$ 36.00							$0.00
LODGING (taxes/fess not included)		$ 85.00							$0.00
11" x 17" B/W Paper Copies	250	$ 0.20							$50.00
									$0.00
									$0.00
SUBTOTAL DIRECT EXPENSES									**$191.25**

SUMMARY	
TOTAL ENGINEERING DESIGN COSTS	**$ 61,165.80**
TOTAL DESIGN SURVEY COSTS	**$ 12,982.00**
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIMEONLY	**$ 191.25**
SUBCONSULTANT TOTAL	**$ -**
GRAND TOTAL LUMP SUM BASIS OF PAYMENT	**$ 74,339.05**

DRAFT

EXHIBIT E
-WORK AUTHORIZATION

HIDALGO COUNTY
Professional Engineering Services
Agreement# C-17-031-01-24

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.4, as to content and detail of this **Work Authorization No. ___.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:

By: _____
Hon. Joseph Palacios

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

DRAFT

EXHIBIT F

-SUPPLEMENTAL AGREEMENT FORM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ **20**___ concerning Engineering for_____ hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-CERTIFICATE OF INSURANCE (HIDALGO COUNTY)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 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 Higginbotham Insurance Agency, Inc. 1400 N. McColl Rd #105 McAllen TX 78501	CONTACT NAME: Leticia Gallegos PHONE (A/C, No, Ext): 956-668-3516 FAX (A/C, No): 956-687-1286 E-MAIL ADDRESS: Leticia.Gallegos@higginbotham.net
INSURED South Texas Infrastructure Group LLC; R.O.W. Surveying Services LLC 900 S Stewart #13 Mission TX 78572	SOUTH367

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 :	

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 SCHEDULED AUTOS X HIRED 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 [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		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:
2017-152375

Date Filed:
01/10/2017

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 Precinct No. 4

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-17-031-01-24
Sunflower Park Project (WA#1)

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 10th day of January, 20 17, 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:
2017-152383

Date Filed:
01/10/2017

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 Precinct No. 4

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-17-031-01-24
Sunflower Park Project (WA#1)

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 10th day of January, 20 17, 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

EXHIBIT E
-WORK AUTHORIZATION

HIDALGO COUNTY
Professional Engineering Services
Agreement# C-17-031-01-24

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 Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide Park 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 **$74,339.05**. 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.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and Confirmation by Hidalgo County Precinct No.4, as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:

By: _____
Hon. Joseph Palacios

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 01/24/17 as indicated below and effective as of 24th day of January, 2017.

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 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
Sunflower Park Phase II
Concrete Sidewalk, Walking Trail, Parking, & Drive Project

A. Engineering Services

PARK FOR SIDEWALK, WAKING TRAIL, PARKING, & DRIVEWAY PROJECT

1) Develop Typical Sections – No Pavement design will be completed as part of the scope of work. Pavement Section for drive and parking lot 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 park drive, parking, concrete sidewalk, walking trail and park amenities quantities and prepare quantity summary sheet.
5) Develop Miscellaneous Park Drive, Parking, and Park 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. 4, 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. 4 and other agencies as necessary.

B. FIELD DESIGN SURVEY SERVICES

SURVEYING

1) Topographic survey of entire project length.
2) Topography shall include any existing drainage crossings.
3) Include flow lines, size and direction of drainage channels/structures.
4) Include utilities
5) Perform one-call (Dig Tess) and identify and locate utilities (within Limits of R.O.W) as flagged/marked by utility companies.
6) Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains.
7) 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.
8) 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) Geotech services prior to PS&E development
2) Construction materials testing during construction

EXHIBIT C
WORK SCHEDULE

Exhibit "C"

Work Schedule
Sunflower Park Phase II(WA#1)
Concrete Sidewalk, Walking Trail, Parking, Drive Project
Contract No. C-17-031-01-24

TASK AND DESCRIPTION	FIRM	2016			2017								
		October	November	December	January	February	March	April	May	June	July	August	September
Phase I: Park Design Plans and Specifications	STIG												
A. Design Survey & Park 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-1"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT

Work Authorization No. 1

Project: **Sunflower Park Phase II Concrete Sidewalk, Walking Trail, Parking, & Drive Project WA 1**
County: Hidalgo County, Texas
From: @ Sunflower Rd. and SH 107
Description of Work: Park Improvement Expansion

South Texas Infrastructure Group, LLC

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	$187.00	$161.00	$125.00	$98.00	$95.00	$85.00	$50.00		
Project DESIGN CONTROLS (FC160)									
160. Geometric Design									
2.0 Develop Geometric Project Layout		0	8	30	16	16		70	$ 6,498.96
160.1 Park Design									
1.0 Design and Develop Park Layout (PS&E)		0	8	30	8	8		54	$ 5,226.64
2.0 Design and Develop Alignment - Park (PS&E)		0	8	24	8	8		48	$ 4,638.64
3.0 Develop Park Sidewalk Data Sheet		0	1	16	4	4		25	$ 2,330.95
4.0 Design and Develop Park Drive and Parking Geometric File (PS&E)		0	4	6				10	$ 1,095.16
13.0 Develop Driveway P&P Sheets		0	1	4	4	6		15	$ 1,308.03
14.0 Design and Develop Misc. Park Details		0	1	4	2	2		9	$ 836.87
15.0 Select Pertinent Park Standards		0	1	4	1	1		7	$ 677.83
160.5 Cut and Fill Quantities									
1.0 Develop Earthwork Quantities for Park Drive and Parking			8	24	6	6		44	$ 4,320.56
160.7 Parking and Driveway Design (See Laboratory Fee Schedule)									
								0	$ -
Subtotal Hours	0	0	40	142	49	51	0	282	
Subtotal Cost	$0.00	$0.00	$5,000.00	$13,916.00	$4,655.00	$4,335.00	$0.00		$ 26,933.64

* 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	$187.00	$161.00	$125.00	$98.00	$95.00	$85.00	$50.00		
DRAINAGE (FC161)									
161.1. Drainage Report									
1.0 Site Visit to Confirm Outfalls and Existing Drainage Infrastructure		0	2	4				6	$ 645.58
2.0 Obtain and Review Existing Hydrologic Models		0	4	8	4			16	$ 1,621.16
3.0 Review Drainage As-Builts		0	1	1				2	$ 224.79
4.0 Develop Exterior Drainage Area Boundaries		0	4	10	8	4		26	$ 2,453.32
5.0 Develop Interior Drainage Area Boundaries		0	4	8	8	4		24	$ 2,257.32
7.0 Compute Discharges for Interior Drainage Areas		0	8	12	4			24	$ 2,520.32
161.3. Culvert and Storm Drain Design									
1.0 Design and Develop Hydraulic Computations for Outfall Channel		0	8	12				20	$ 2,190.32
2.0 Design and Develop Hydraulic Computations for Culvert Crossings		0	4	8	4			16	$ 1,621.16
3.0 Design and Develop Hydraulic Computations for Storm Sewer System		0	4	8	4			16	$ 1,621.16
6.0 Develop Interior Drainage Area Map Sheets		0	4	8	4	4		20	$ 1,927.32
7.0 Develop Hydrologic Computation Sheets		0	4	8	4	4		20	$ 1,927.32
8.0 Develop Storm Sewer Plan Sheets		0	4	8	4	4		20	$ 1,927.32
9.0 Select pertinent Drainage Standards		0	4	8	4	4		20	$ 1,927.32
10.0 Prepare Drainage Details for outlet protection, etc.		0	2	6	4	2		14	$ 1,324.66
14.0 Develop Hydraulic Data Sheets		0	8	8	2	4		22	$ 2,269.48
Subtotal Hours	0	0	65	117	54	30	0	266	
Subtotal Cost	$0.00	$0.00	$8,125.00	$11,466.00	$5,130.00	$2,550.00	$0.00		$ 26,458.55

* 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***	$187.00	$161.00	$125.00	$98.00	$95.00	$85.00	$50.00		
163.5. SW3P Plans									
1. Develop SW3P Narrative			4	4		2		10	$ 1,052.24
2. Develop EPIC Sheet			4	4		4		12	$ 1,205.32
3. Develop SW3P Layouts			4			4		8	$ 813.32
4.Select SW3P Standards			2	2		2		6	$ 602.66
163.11. Specifications and General Notes									
1. Develop General Notes and Specifications			4	8				12	$ 1,291.16
163.12. General Plans & Task									
1. Develop Project Title Sheet			2	8		1		11	$ 1,114.12
2. Develop Index of Sheets				8				8	$ 784.00
4. Develop PS&E Documentation (1002, etc.)			1	8				9	$ 910.79
Subtotal Hours	0	0	21	42	0	13	0	76	
Subtotal Cost	$0.00	$0.00	$2,625.00	$4,116.00	$0.00	$1,105.00	$0.00		$ 7,773.61

* 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	2	1	0	6	0	0	9	$ 1,262.00
II. Secondary Project Control									
i. Set additional secondary control points as needed	0	1	1	0	4	0	0	6	$ 827.00
ii. Horizontal values established with RTK or VRS	0	1	1	0	4	0	0	6	$ 827.00
iii. Vertical values established with digital level	0	1	1	0	4	0	0	6	$ 827.00
III. Setting benchmarks									
i. Setting Benchmarks	0	1	1	0	6	0	0	8	$ 1,137.00
B. Design Surveys									
i. Topography	0	1	4	0	16	0	0	21	$ 2,933.00
ii. Locate visible utilities	0	1	1	0	4	0	0	6	$ 827.00
iii. Utilities	0	1	1	0	4	0	0	6	$ 827.00
iv. Existing	0	1	1	0	4	0	0	6	$ 827.00
v. Cross section intersecting streets	0	1	1	0	3	0	0	5	$ 672.00
vi. Drive ways and turnouts	0	1	1	0	3	0	0	5	$ 672.00
vii. Existing Storm Drain	0	1	1	0	3	0	0	5	$ 672.00
viii. Outfalls	0	1	1	0	3	0	0	5	$ 672.00
	0	0	0	0	0	0	0	0	$ -
Subtotal Hours	0	14	16	0	64	0	0	94	
Subtotal Cost	$0.00	$1,750.00	$1,312.00	$0.00	$9,920.00	$0.00	$0.00		$ 12,982.00

* 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)	250	$ 0.565							$141.25
MEALS (Overnight stay Required)		$ 36.00							$0.00
LODGING (taxes/fess not included)		$ 85.00							$0.00
11" x 17" B/W Paper Copies	250	$ 0.20							$50.00
									$0.00
									$0.00
SUBTOTAL DIRECT EXPENSES									**$191.25**

SUMMARY	
TOTAL ENGINEERING DESIGN COSTS	**$ 61,165.80**
TOTAL DESIGN SURVEY COSTS	**$ 12,982.00**
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIMEONLY	**$ 191.25**
SUBCONSULTANT TOTAL	**$ -**
GRAND TOTAL LUMP SUM BASIS OF PAYMENT	**$ 74,339.05**

SOUTH TEXAS INFRASTRUCTURE GROUP

January 10, 2017

Hidalgo County Purchasing Department
Attn: Ms. Leticia H. Saenz, CPPB/Contract Manager
2812 S. Business Highway 281
Edinburg, Texas 78539

RE: Sunflower Park Phase II-Concrete Sidewalk,
Walking Trail, Parking, & Drive Project (WA#1)
Contract No. C-17-031-01-24

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 Park Phase II-Concrete Sidewalk, Walking Trail, Parking, & Drive Project (WA#1) 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

AI-57922 **Purchasing Department** **19. C. 3.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval of invoices from AT&T detailed herein and totaling $1,747.61 ['12./2015 - 12/2016] with authority to permit the submission of a requisition for same for processing of a PO [as services are under Sole Source Declaration] so as to forward [to Auditors] for processing protocols and payment procedures to be completed [by Hon. Norma G. Garcia, County Treasurer] connection with two [2] lines [CC Sole Source Declaration of 1-28-14 still in effect] for the Linn/San Manuel Facility;
B. Acceptance and approval of a DIR-TEX-AN-NG-CTSA-005 contract for telephone services [with no agreement required as confirmed via e-mail from vendor] and ratification of PO#754949 for services from Jan 2017 forward.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-124-007-0-532

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

BUDGETARY IMPACT:

for 2016 billing

FISCAL YEAR: 2017 **ACCT. #:** 7-1200-431-00-124-007-0-532

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

BUDGETARY IMPACT:

Reference PO#754949

Attachments

backup file 1
backup file 2
Sole Source backup
Pending invoices/Tab Sheet
PO 754949
Backup for PO 754949

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/20/2017 11:10 AM
Budget & Management	Veronica Ortiz	01/20/2017 01:57 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Marty Salazar Started On: 01/04/2017 05:04 PM

Final Approval Date: 01/20/2017

AI-53161 **Purchasing Department 24. F. 2.**
CC - REGULAR
Meeting Date: 02/16/2016
Submitted For: Veronica Lopez, COMM. PCT. #4
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: COMM. PCT. #4

Information

CAPTION

Requesting approval of an agreement between HC and AT&T [with acceptance of the document "as-is" without any changes] to provide internet circuit and related services to the Linn-San Manuel Emergency Services Facility including the issuance of a PO through [Requisition #290463] and subject to compliance with HB1295 and/or CIQ if and when applicable with a term of 24 months.

BACKGROUND

1. Hon. Josephine Ramirez recommended some changes to which are attached as supporting documentation;
2. AT&T declined the changes stating that is a pro-forma document and changes cannot be made;
3. Mr. Renan Ramirez has researched and confirmed that other providers do not have facilities in that areas in order to render the services requested.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 1200-431-00-124-007-0-660
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Currently there is Requisition #290463 pending for approval and processing.

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Update proposal from AT&T will require modification increase to submitted requisition. Pct. #4, Ms. Veronica indicates she will request an agenda item to move monies to cover the rest of 2016.

Attachments

290463 Requisition
BACKUP
BACKUP
AT & A San Manuel Contract
letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/12/2016 11:43 AM
Budget & Management	Veronica Ortiz	02/12/2016 11:44 AM

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/Fax: (956) 318-2629

February 10, 2016

Monette Garcia, Senior Sales Executive
AT&T
721 Beech Ave
McAllen, Tx 78501

via email: mg577h@att.com

RE: **HB Form 1295 Required for**
Agreement between *Hidalgo County and AT&T* (FOR SERVICES TO THE LINN-SAN MANUAL EMERGENCY SERVICES) Contract # - *C-16-085-02-16*

Dear Ms. Garcia

Be advised, that in order to proceed with the approval of the **[Agreement]** of Contract #C-16-085-02-16 **"Agreement between Hidalgo County and AT&T (FOR SERVICES TO THE LINN-SAN MANUAL EMERGENCY SERVICES)** the County is required, as of January 1, 2016, to comply with **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced AGREEMENT, you **must** complete Form 1295. You can find the 1295 form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of Form 1295, provide the **[AGREEMENT]** No.C-16-085-02-16 shown above. Once completed, Form 1295 must be signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to maintain the schedule for presentation to **Commissioners Court on February 16, 2016,** the signed notarized Form 1295 must be received in our office completed via email to: sandra.montalvo@co.hidalgo.tx.us as soon as possible **Friday, February 12, 2016 at 10:00 A.M. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.**

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/sma

at&t eSign

Sales Contact Information
GARCIA; MONETTE
9999999999
mg577h@us.att.com

eSign Fax Cover Sheet Contract Id: 4682725

To: AT&T Automated Fax Handling Service **From:**

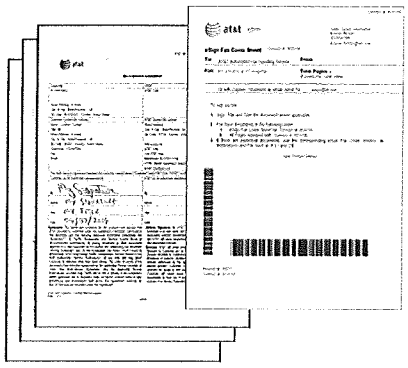
Fax: 877-374-4632 or 877-eSignFax **Total Pages:** 6
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
   I. eSign Fax Cover Sheet for Contract Id: 4682725
   II. All Pages stamped with Contract Id: 4682725
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1166022

at&t

AT&T Fiber Broadband Bundle Express Agreement

The rates, discounts and other provisions in this Agreement are contingent upon signature by both parties on or before **April 30, 2016.**

For AT&T Administrative Use Only attuid:
mg577h
171 Account # _____ Master Customer # _____ Doc Viewer ID: _____
Contract ID#: FBB68404-F124175

Company Name ("Customer")	AT&T – Contact For Notices	AT&T Sales Contact - Primary Contact
Legal Name: County of Hidalgo	AT&T Corp	Name: MONETTE GARCIA
Street Address: 2524 N Closner Blvd Ste B	One AT&T Way	Street Address: 721 BEECH AVE
City: Edinburg, State: TX Zip: 78541	Bedminster, NJ 07921-0752	City: MCALLEN, State: TX Zip: 78501
Tel # 9563836240	ATTN: Master Agreement Support Team: mast@att.com	Tel # 9999999999

AGREEMENT TERMS

1. SERVICES

Service	Service Publications* Location
• AT&T Fiber Broadband Bundle (FBB) Express	http://serviceguidenew.att.com/sg_flashPlayerPage/ABN (See FBB Express)
• AT&T Business in a Box® Service	

2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES

Term	Term Start Date/Effective Date of Rates and Discounts
2 Years	First day of first full billing cycle following implementation of this Agreement in AT&T's billing system

3. WAIVERS AND CREDITS

Charges Waived	Minimum Retention Period
Waivers as specified in the Service Guide for FBB Express Service	12 months

4. SERVICES COMPONENTS AND RATES (PRICES)

4.1 AT&T Fiber Broadband Bundle Express

Fiber Broadband Bundle Express	Concurrent Calls (per FBB Express)	Interstate (Inter- and IntraLATA) and Intrastate Toll Calling - Included Minutes (per month)	Option 1 and Option 2 – Sites served by Serving Wire Centers in Zone 1, Zone 1a, Zone 2 & Zone 2a Monthly Service Charge
10 Mbps	23	6,900	$ 587.50
On-Net Calling & Local Off-Net Calling			Unlimited
US Off-Net Calling Charge in Excess of Included Interstate and Intrastate Toll Calling Minutes (per minute)			$0.0400
International Off-Net Calling Charge (per minute)			Rate table for International Off-Net Outbound Calls as specified in the applicable Service Publication

4.2 AT&T Business in a Box

Service Component/Device	On-Site Maintenance (24X7X4) Monthly Charges	Life-Cycle Management Charges - Service Charges	
	Monthly Service Charge	Per Site / Per Occurrence during Standard Business Hours (M - F, 8:00 am- 5:00 pm, local time)	Service Charge List Price
Base Unit 12 Port	$0.00	Additional Service	$260.00
8 Port Analog Module Add-On	$32.00	Delete Service	$500.00

4.3 Minimum Payment Period

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4.4 Early Termination Charges: If Customer terminates any Service Component prior to the expiration of the Term, in addition to liability for all charges incurred through the disconnect of the Service, Customer is liable for the following: i) any of AT&T's unrecoverable time and materials costs, including any third party charges, incurred prior to the effective date of the termination; plus, ii) any unpaid nonrecurring charges; plus, iii) any unbilled usage charges; plus; iv) an Early Termination Fee equal to 50% of the total monthly recurring charges for the Service or Service Component remaining in the Minimum Payment Period ("Early Termination Fee" or "ETF").

5. FBB Express General Terms and Conditions

5.1 AT&T Corp. or its affiliates ("collectively AT&T") will provide Customer the services described in this Agreement ("Services") under the terms of this Agreement, which incorporates-by-reference the terms and conditions set forth under the Service Publication for the Service provided under this Agreement as if originally set forth here. The Service Publications that are incorporated-by-reference are provided at att.com/servicepublications by following the product links, or at the link provided above in the Services section and the AT&T Acceptable Use Policy ("AUP") provided at att.com/aup. AT&T may revise Service Publications at any time. The order of priority of the documents that form this Agreement is: first, these Agreement Terms and the AUP, and then the applicable Service Guides. Customer agrees that it is impractical for AT&T to provide here all the terms and conditions, including rates and charges, which are set forth in the Service Publications, and that AT&T has acted reasonably in providing access to all Service Publications. An "Affiliate" of a party is an entity that controls, is controlled by, or is under common control with such party.

5.2 Services: AT&T will provide or arrange to have the Service provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell any component of the Service without AT&T's written consent. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and Customer is responsible for their use of the Service or any component of the Service, unless expressly provided to the contrary in a Service Publication. Customer agrees on its behalf and on behalf of its Affiliates and Users that at all time their use will comply with the AUP.

5.3 Customer will in a timely manner allow AT&T to access, or, at Customer's expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

5.4 Customer will ensure that the location at which AT&T installs, maintains or provides the Service is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate the affected Service Component, or suspend performance until Customer removes the hazardous materials.

5.5 AT&T Equipment: The Service may include use of certain equipment owned by AT&T and located at Customer's premises ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.

5.6 Software: Any software provided to Customer by AT&T will be governed by the written terms and conditions applicable to such software. Subject to such terms and conditions, title to this software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, which take precedence over this Agreement.

5.7 Prices: Unless this Agreement states otherwise, the prices listed in this Agreement are stabilized for the Term. Prices during the Term are provided either in the incorporated Service Publication or above. When there is a conflict between this Agreement and the prices, discounts or waivers in the Service Guide, this Agreement controls, as described in Section 5.1 above.

5.8 Taxes; Surcharges; Fees. Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.

5.9 Billing, Payments and Deposits: Payment is due 30 days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge (except to the extent applicable law or regulation requires otherwise). AT&T may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored

payments. AT&T may require Customer to establish a deposit as a condition of providing Services. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

5.10 Termination and Suspension: This Agreement is for the Term stated above, and at the end of this Term, this Agreement will continue on a month-to-month basis until one party gives notice to the other party that it intends to terminate the Agreement, provided such notice is given within 30 days. Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend a Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service for material breach by AT&T, and AT&T may terminate or suspend (and later terminate) an affected Service for material breach by Customer, if such breach is not cured within 30 days of notice. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. AT&T has the right, however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees. If AT&T terminates a Service component under this Section, Customer is liable for the applicable early termination or cancellation charge for that Service Component.

5.11 Notwithstanding that this Agreement may commit AT&T to provide a Service to Customer for a Term, unless applicable local law or regulation mandates otherwise, AT&T may discontinue providing the Service or an individual component of the Service ("Service Component") upon 30 days' notice.

5.12 Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR THOSE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS), NOR ANY WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA OR TRANSMISSIONS OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH HEREIN); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK OR SYSTEMS.

5.13 Limitation of Liability

5.13.1 AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, WILL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICE OCCURS AND CONTINUES; NO OTHER LIABILITY WILL ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO: (I) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE; OR (II) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER THE "THIRD PARTY CLAIMS" PARAGRAPH.

5.13.2 NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES.

5.13.3 These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

5.14 Third Party Claims

5.14.1 AT&T agrees at its expense to defend or settle any claim against Customer, its Affiliates, and its and their employees and directors, and to pay all compensatory damages finally awarded against such parties where the claim alleges that a Service Component infringes any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties, or combinations of the Service with any services or products not provided by AT&T; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that to terminate the Service without further liability to Customer.

5.14.2 AT&T WILL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY OR ALL SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON SOFTWARE, EQUIPMENT AND/OR SUPPLEMENTAL SERVICES FURNISHED UNDER THE AGREEMENT.

5.14.3 Customer agrees at its expense to defend or settle any claim against AT&T, its Affiliates, and its and their employees, directors, subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions under (i)–(iv) above; or (ii) the claim alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided with the Services.

5.15 Import/Export Control: Customer, not AT&T, is responsible for complying with import and export control laws, conventions and regulations for all equipment, software, or technical information Customer moves or transmits between countries using the Services.

5.16 ARBITRATION: ALL CLAIMS OR DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT) AND ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS NULL AND VOID.

5.17 General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. This Agreement may not be assigned by Customer without the prior written consent of AT&T, which consent will not be unreasonably withheld or delayed. AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two years after the cause of action arises. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege. Regulated Service Components will be governed by the law and regulations applied by the regulatory commission having jurisdiction over that Service Component. Otherwise, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Service provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, such as fire; flood; lightning; earthquakes; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of AT&T or others); embargoes; acts of God; acts of terrorism, or acts of vandalism or acts otherwise known as "Force Majeure". Any notice required or permitted under this Agreement must be in writing and addressed to the parties at the address below. This Agreement constitutes the entire agreement between the parties concerning the Service and supersedes all other written or oral agreements. This Agreement will not be modified or supplemented by any written or oral statements, proposals, service descriptions, or purchase order forms.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service using a Voice Over IP system may not be available or may be in some way limited by comparison to using traditional wireline telephone service. Such circumstances include, but are not limited to, relocation of the end user's telephone sets or other equipment, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. The advisories are further provided at http://new.serviceguide.att.com.

By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date")

at&t

AT&T Fiber Broadband Bundle Express Agreement

Customer (by its authorized representative)	**AT&T Corp.** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

at&t

AT&T Fiber Broadband Bundle Express Agreement

Letter of Authorization to Obtain Customer Service Records Only

Customer Name: County of Hidalgo	AT&T	Customer Account #:
Customer Full Address & Zip: 2524 N Closner Blvd Ste B Edinburg TX 78541	AT&T Full Address & Zip: 721 BEECH AVE MCALLEN TX 78501	Customer Contact: Tel. #: 9563836240 AT&T Contact: Tel. #: 9999999999 Email ID: mg577h@us.att.com
Master Customer No.:		AE PID:

1. I appoint AT&T as my agent to request Customer Service Records (CSRs) with the Local Exchange Company(s) (LEC) for analyzing Local Service. AT&T may request CSRs for all telephone lines associated with the main Billed Telephone Number(s) (BTNs) listed below or in the attachment. If this authorization does not specify the specific BTNs, this appointment shall extend to all service accounts for which customer appears as the customer of record.

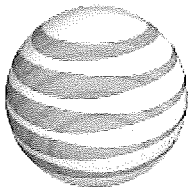
2. This Appointment is applicable to the following location (Choose one)	Blanket LOA (For all locations in the United States)	☒ YES	☐ NO
	Location Specific LOA (Specify applicable Billed Telephone Numbers and/or Working Telephone Numbers as attached)	☐ YES	☒ NO

3. I certify that I am either the customer of record for these lines or that I am authorized by the customer of record to make this decision.

ORDERED BY CUSTOMER:	**ACCEPTED BY AT&T:**
4. Signature:	8. Signature "AT&T Signature Not Required"
5. Printed Name:	9. Printed Name eSign-
6. Title:	10. Title
7. Date:	11. Date

This authorization shall continue in force unless and until revoked by the customer.

AT&T Fiber Solution for
Hidalgo County



Rethink Possible®

Monette Garcia
Sales Executive
AT&T

February 10, 2016

CONFIDENTIAL

Veronica,

I would like to take this opportunity to thank you for considering AT&T as a potential provider of your fiber access connectivity.

In choosing AT&T as your provider, you will have the assurance that County of Hidalgo will be partnered with a vendor that implements state of the art technology with world class customer support. Our experience as a company allows for us to provide reliable, flexible services that are aggressively priced. With our extensive experience and robust global fiber optic network, we are able to provide

- Dedicated High Speed IP services 10MB to 10GB
- The ability to connect locations across our vast fiber network
- Advanced voice calling
- Mobile Solutions
- 24x7x365 technical support

Fast dedicated Internet access will allow you to stay connected with your customers, business partners and employees.

AT&T can help empower your business with fiber technology bringing you improved efficiency by converging voice and data over the same transport by using SIP trunking. Maximize existing investments by dynamically allocating bandwidth to create an IP WAN that will support features such as IP conferencing, instant messaging, unified communications and presence management. We are able to deliver outstanding performance; better security and control, with our fiber-based solutions that will help deliver your company into the future.

Please let me know if you have any questions regarding our fiber solutions. I look forward to a long and successful business partnership with County of Hidalgo.

Best Regards,

Monette Garcia
Fiber Specialist
Mobile: 956-270-1837
mg577h@att.com

AI-42804 **Purchasing Department 18. A. 4.**
CC REGULAR
Meeting Date: 01/28/2014
Submitted For: Renan Ramirez, IT Director
Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a)(7)(C);

B. Approval of a "Sole Source Declaration" for AT&T for the provision of long distance telephone and other related services for Hidalgo County Elected Offices, Departments, Programs and/or Agencies (all funding sources) with said declaration to remain in effect while telephone systems in place;

C. Approval for Hidalgo County Elected Offices, Departments, Programs and/or Agencies to purchase telephone and other related services offered only from AT&T and as sole sourced herein.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:**

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

BUDGETARY IMPACT:

Budgetary expenditures are the responsibility of the individual end users.

all funding sources

Attachments

Loc. Govt. Code and Declaration

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/24/2014 10:11 AM
Budget & Management	Debbie Tamez	01/24/2014 10:59 AM
Auditor's Office	Monica Badillo	01/24/2014 05:38 PM
Form Started By: vgarcia		Started On: 01/23/2014 11:19 AM
Final Approval Date: 01/24/2014		

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

"SOLE SOURCE DECLARATION"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar, CPPB,
Hidalgo County Purchasing Agent

Date: January 28, 2014

Re: "Sole Source Declaration-AT&T Long Distance Telephone and related Services"

Hidalgo County currently is being serviced by AT&T for long distance telephone and other related services. At present, AT&T is servicing a Hidalgo County Health Clinic in Weslaco that can only be serviced by local Verizon services which piggy backs off AT&T for long distance. Circuits will be billed as AT&T long distance pursuant to the territory status between the telecom providers;

In addition, the 800#s historically have been tied to the County for a few years and the competing provider which is Time Warner could not guarantee that Hidalgo County could keep the same published 800 numbers;

And finally, the local service being provided at the Courthouse is a special trimmed down service called PLEXAR; which AT&T is the only vendor that provide this service.

Therefore, Hidalgo County Elected Offices, Departments, Agencies and Programs (all funding sources) must acquire long distance telephone and related services through AT&T for those exclusive and or specific areas for specific services for the long distance, 800 #s and PLEXAR.

This declaration remains in effect unless revoked by Hidalgo County Commissioner's Court.

AI-42804 **Purchasing Department 18. A. 4.**
CC REGULAR
Meeting Date: 01/28/2014
Submitted For: Renan Ramirez, IT Director
Department: PURCHASING DEPT.

Information

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HIDALGO COUNTY PRECINCT 4
1051 N DOOLITTLE RD
EDINBURG TX 78542 - 0337

Account Number 956 386-1865 736 8
Billing Date Dec 19, 2016

Web Site att.com

Monthly Statement

We've found new ways you can save on your phone bill. We're standing by, ready to help!

Bill-At-A-Glance

Previous Bill	1,573.69
Payment	.00
Adjustments	8.76
Past Due - Please Pay Immediately	1,582.45
Current Charges	165.16
Total Amount Due	**$1,747.61**
Current Charges Due in Full by	Jan 13, 2017

Billing Summary

Online: att.com/myatt	Page	
Plans and Services	1	132.10
1 877 438-0041		
Payment Arrangements:		
1 800 924-1743		
Service Changes:		
1 877 438-0041		
Repair Services:		
1 800 286-8313		
AT&T Long Distance	2	33.06
1 800 559-7928		
Total Current Charges		165.16

AT&T Benefits

- Thank you for choosing AT&T.
  Your ALL FOR LESS package includes Local/Long Distance voice service and additional qualifying products. Your discounts are reflected in the applicable bill section for each of your services.

Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	12-19	Late payment charge on unpaid balance	8.76	

Plans and Services

Monthly Service - Dec 19 thru Jan 18

Charges for 956 386-1865

2. Bus Local Calling Unlimited A — 50.00
   Business Line (Measured Rate)
   Auto Redial
   Call Forwarding
   Call Return℠
   Caller ID Name Delivery
   Caller ID Number Delivery
   Expanded Local Calling Service
   Remote Access Call Forwarding
   Three-Way Calling
   Touchtone
   Unlimited Local Usage

Charges for 956 386-1921

3. Bus Local Calling Unlimited A — 50.00
   Business Line (Measured Rate)
   Auto Redial

AT&T
Location: 21661 Hwy 186

Account # 956-386-1865 736 8
(956)386-1865
(956)386-1921

Monthly Service	Amount
12/19 - 01/18	$194.89
01/19 - 02/18	$115.54
02/19 - 03/18	$115.40
03/19 - 04/18	$115.44
05/19 - 06/18	$115.39
08/19 - 09/18	$116.78
09/19 - 10/18	$116.79
10/19 - 11/18	$116.70
11/19 - 12/18	$116.74
12/19 - 1/18	$165.16
Total-	$1,288.83

* Invoices may be missing because original invoices were sent to IT (As per Renan's request)

Total Charges Due in Full By 01/13/17-	$1,747.61

Purchase Order
COUNTY OF HIDALGO

PO# 754949

DATE: 01/17/17

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 366501 REQ: 00312156

PHONE:

EMAIL:

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

AT&T MOBILITY
PO BOX 6463
CAROL STREAM IL 60197-6463

CONTACT: VLopez (956)383-3112

SITE: COMMISSIONER, PRECINCT 4

CONTRACT NO: DIR-TEX-AN-NG-CTSA-005

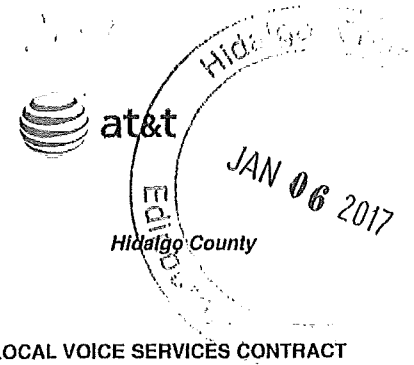
SPECIAL INSTRUCTIONS: Pct 4 Req # 45

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		
		DIR-TEX-AN-NG-CTSA-005 Location: Linn San Manuel Emergency Service Bldg		
12.00	MONTH	CO Business Line Service Service Address: 21661 Highway 186 Edinburg 78542 (956) 386-1865 (956) 386-1921	20.85	250.20
1.00	EACH	CO Central Office Charge	50.00	50.00
1.00	EACH	CO Service Order Change	36.00	36.00
1.00	EACH	CO Trip Charge	15.00	15.00
		TOTAL:		351.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		7-1200-431-00-124-007-0-532 351.20		

Linn San Manuel Emerg. Srv. Bldg Pct # 45
Req # 312156
PO # 754949



12/22/2016

Provided by
Hector Orellana
Client Solutions Executive 2
Phone: *956-605-4849*
Fax: *956-630-8403*
E-mail: ho9555@att.com
721 Beech Ave.
McAllen, TX 78539

LOCAL VOICE SERVICES CONTRACT

State of Texas DIR Contract: DIR-TEX-AN-NG-CTSA-005

Customer contact:
Veronica Davis
(956) 383-3112 Ext 4019

BTN (956)386-1865 736

Product	Quantity	Retail	DIR Cost	Amount Due:
MONTHLY RECURRING CHARGE				
Business Line Service 91576	2		$20.85	**$41.70**
Basic Local Service - Business				
Service Address:				
21661 HIGHWAY 186 EDINBURG 78542				
956-386 1865, 386 1921			**Total Monthly**	**$41.70**
Request for Monthly Charges for January - December 2017**				**$500.40**
NON RECURRING CHARGE				
Central Office Charge	1		$50.00	**$50.00**
Service Order Change	1		$36.00	**$36.00**
Trip Charge	1		$15.00	**$15.00**
			Total One-Time	**$101.00**
**Existing lines changing to DIR rate plan will not be billed Non-Recurring Charge				
NOTE 1: Service is month to month.				
NOTE 2: All "normal" other charges will apply, e.g., EUCL, Touch-Tone, Service Order Charge, Trip Charge, Central Office Access Charge, etc.				
NOTE 3: For rate elements not found in this Pricing Sheet, use existing tariff rates. All current tariff rules and regulations apply.				
http://www.dir.texas.gov/SiteCollectionDocuments/CTS/Tex-AN%20NG%20Contracts/DIR-TEX-AN-NG-CTSA-005/ATT_C-1_VOIP_Custom_Service.pdf				
***Payment must be made within 30 days of receiving equipment**			**Total Amount Due:**	See quote price below

AI-57922

Zimbra **martha.salazar@co.hidalgo.tx.us**

RE: Pct. 4 AT&T- Linn San Manuel Emergency Service Bldg

From : HECTOR ORELLANA <HO9555@att.com> Thu, Jan 19, 2017 09:04 PM

Subject : RE: Pct. 4 AT&T- Linn San Manuel Emergency Service Bldg

To : Veronica Lopez <veronica.lopez@co.hidalgo.tx.us>

Cc : Maria Lucio <maria.lucio@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Hello Veronica,

No, no further contracts need to be signed by County if ordering off DIR. The service contract is between AT&T and DIR. The County is ordering services off of that contract.

Hector A. Orellana
Client Solutions Executive 2
Global Business - Government, Education & Healthcare Solutions

721 Beech Ave.
McAllen, TX 78501
956-605-4849 mobile
ho9555@att.com

Click for Immediate Assistance

Helpful Numbers -
Orders - GEM.TX.ORDERS@RDSMAIL.IMS.ATT.COM or 1-800-610-0012
Billing - glbngs@rdsmail.ims.att.com or 1-888-672-9379
NBS - Mobility Change Requests -
nbs.change.requests@amcustomercare.att-mail.com
Repair (Gigaman, POT's, PRI's) - 1-800-442-9950
Repair (Ethernet Network Operations Center-CSME, OEM, MPLS)
-1-888-644-3662
Managed Internet Service - Billing or Repair - 1-888-613-6330
Mobility - New Orders, Upgrades, Accessories -
SoTXATTMobility@att.com
Sent to you by AT&T...America's Fastest Mobile Broadband Network.

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-----Original Message-----
From: Veronica Lopez [mailto:veronica.lopez@co.hidalgo.tx.us]
Sent: Thursday, January 19, 2017 10:19 AM
To: ORELLANA, HECTOR <HO9555@att.com>
Cc: Maria Lucio <maria.lucio@co.hidalgo.tx.us>; Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Subject: Pct. 4 AT&T- Linn San Manuel Emergency Service Bldg

Good morning Hector,

Can you please provide me with the service contract (if any) that needs to be signed for local voice services at the Linn San Manuel Emergency Service Building. We are using the DIR contract (DIR-TEX-AN-NG-CTSA-005) but the Purchasing Dept. would like to know if we need to sign any documents. I noticed Note 1 on the quote states that this is month to month. Does that make a difference with the service contract. Please provide me with feedback at your earliest convenience.

Veronica L. Davis
Pct 4- Budget Analyst II
P (956) 383-3112 Ext 4019
F (956) 381-5905
veronica.lopez@co.hidalgo.tx.us

AI-58037 **Purchasing Department** **19. C. 4.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance & approval of invoice #3124 dated 11/16/2016 for $3,663.48 from Frontera Equipment for the rental of a double drum compactor for the time detailed [11/15-12/14/16] on the documentation pursuant to HCPP&P, Chpt. 6, Sect.6.03.02 as precinct equipment was out of commission [in need of repair] to avoid 'work stoppage' while completing a project.

BACKGROUND

2016-058-05-03 Rental of Heavy Equipment

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

PO No. 752952

Attachments

Discrepancy backup

Backup from Req 309434

Policy and Procedures

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/19/2017 09:27 AM
Budget & Management	Veronica Ortiz	01/19/2017 09:33 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Marty Salazar		Started On: 01/12/2017 11:10 AM
Final Approval Date: 01/20/2017		

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

For faster processing of payment, PLEASE RESUBMIT INVOICE WITH THIS PAGE AS THE COVER PAGE. Do not remove any pages attached.

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 01/03/2017

TO: Veronica Lopez **DEPARTMENT:** (124) COMMISSIONER, PRECINCT 4

FROM: Olga Lydia Perez **PHONE:** (956)-318-2511 ext 4631

REFERENCE: BIG D TRACTOR CO., LLC Invoice #3124

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #3124*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☑ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☑ NEEDS CORRECTION(S): Double Drum Compactor 434 is not on contract. Please correct dates on the goods/services received by line to read 11/15-12/14/16.
- ☑ NEEDS ADDITIONAL DOCUMENTATION i.e.,: Copy of signed contract needs to be attached.
- ☐ OTHER:
- ☐ COMMENTS / RECOMMENDATION:

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

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.

Blue Cat Rentals /
Frontera Equipment
2300 E. Expressway 83
Donna, TX 78537

FRONTERA EQUIPMENT
SALES / RENTALS

BLUECAT RENTALS

Invoice

Date 11/15/2016
Invoice # 3124

Bill To	Ship To
Hidalgo County Precinct 4 1051 N Doolittle Rd Edinburg, TX 78542	

Hidalgo County Pct#4 NOV 28 2016 Edinburg, Texas 78542

P.O. # 752952

Ship Date 11/15/2016

Terms Due on/before Due Date of Inv.

Due Date 12/15/2016

Item	Description	Qty	Price	Amount
Rental	CAT CB434C 4DN00154 Double Drum Compactor Rental Period 11/15/2016-12/14/2016	1	3,600.00	3,600.00
TX HEAVY ...	TX Heavy Equip Surcharge		1.50%	54.00
Special Inve...	Special Inventory Tax		0.2634%	9.48

RECEIVED BY COUNTY AUDITOR 2016 DEC 12 PM 3 41

le -1200-431-00-124-007-0-442
PCT# 1310
REQ# 309434
PO# 752952

Invoice Received By: Sabina Rodriguez on 11/28/16
Goods/Services Received By: on 11/15/16
11/15/16-12/14/16

Not on Contract

No warranty is Expressed or Implied.
Equipment is sold AS IS. We thank you for your business.

Subtotal	$3,663.48
Sales Tax	$0.00
Total	$3,663.48
Payments/Credits	$0.00
Balance Due	$3,663.48

office@fronteraequipment.com
www.fronteraequipment.com

Phone #	Fax #
TEL: 956.464.0123	FAX: 956.464.0124

QUOTE

Blue Cat Rentals / Frontera Equipment

2300 E. Expressway 83
Donna, TX 78537
956-464-0123

FRONTERA EQUIPMENT
SALES / RENTALS

BLUE CAT RENTALS

Quote

Date
11/8/2016

Quote #
600

Hidalgo County Pct#4
NOV 08 2016
Edinburg, Texas 78542

Name / Address
Hidalgo County Precinct 4 1051 N Doolittle Rd Edinburg, TX 78542

PCT: 1310
REQ: 309434
PO: 752952

Item	Description	Qty	Rate	Total
Rental	CAT CB434C 4DN00154 Compactor - 1 Month Rental	1	3,600.00	3,600.00
TX HEAVY EQ...	TX Heavy Equip Surcharge		1.50%	54.00
Special Inventor...	Special Inventory Tax		0.2634%	9.48

Background:
Compactor needed to finish out road projects. Pct. 4 Compactor out of service.

Account:
R&B
007-0-442

No warranty is Expressed or Implied.
Equipment is sold AS IS. We thank you for your business.

Subtotal	$3,663.48
Sales Tax (8.25%)	$0.00
Total	$3,663.48

Phone # TEL: 956.464.0123 office@fronteraequipment.com
Fax # FAX: 956.464.0124 www.fronteraequipment.com

Blue Cat Rentals / Frontera Equipment

BLUE CAT RENTALS
956-464-0123

MASTER EQUIPMENT LEASE AGREEMENT & RENTAL CONTRACT

FRONTERA EQUIPMENT

Master Equipment Lease Agreement and Rental Contract dated **November 9, 2016** between **Hidalgo County Precinct 4** with offices at **1051 N. Doolittle Rd., Edinburg, TX 78542** (hereinafter referred to as "Lessee"), and **FRONTERA EQUIPMENT / BLUE CAT RENTALS** with offices at **2300 Expressway 83, Donna, Texas** (hereinafter referred to as "Lessor").

1. Lease of Equipment. Lessor hereby leases to Lessee, and Lessee leases from Lessor, each item of machinery, equipment and other personal property described in the following List of Equipment (individually an "Item of Equipment" and collectively the "Equipment"), for use at such location, at such rental rate and for such time as is therein stated. It is contemplated that additional items of machinery, equipment and other personal property may be included under this Agreement from time to time by the execution of a Schedule setting forth, with respect to such additional items, the information called for in the List of Equipment set forth below. When such Schedule has been signed by the Lessee and signed and approved on behalf of Lessor as herein provided, such Schedule shall be considered an integral part hereof and each item of machinery, equipment or other personal property described therein shall be deemed to be an "Item of Equipment" as herein defined from the date of such Schedule to the same extent as if such item had been described in the following List of Equipment. Lessee shall keep the equipment located at the point of delivery stated herein below unless Lessee receives written permission from FRONTERA EQUIPMENT CO to move the equipment to another specified location. All payments by Lessee are to be made at Lessor's offices in Donna, Texas.

LIST OF EQUIPMENT

Description of Items of Equipment	Serial No.	Tax Yes or No	Agreed Value of Items of Equipment	Minimum Rental Period	Monthly Rental Rate	Applicable Warranty (List Card Numbers)	New or Used
CAT CB434C Compactor	4DN00154	N	$ 45,000.00	1 Month	$ 3,600.00		U
				Special Inventory Tax	$ 9.48		
				Transportation Charge	$ 0.00		
				Texas H.E. Surcharge 1.5%	$ 54.00		
				Sales Tax 8.25%	$ 0.00		
				Check ☐ Cash ☐ TOTAL	$ 3,663.48		
Delivery and Miscellaneous Instructions: Property / Job Location: Outgoing Hours: Outgoing Fuel:							

Lessee, at its own expense, shall do all loading, unloading, installing, dismantling and hauling, and shall pay all demurrage accruing at its own shipping and receiving point and all freight and switching charges in both directions.

2. Term and Lease Rentals. The terms of this Agreement shall be, with respect to each Item of Equipment, the Minimum Rental Period specified for such Item of Equipment above. Rental payments for each item of Equipment shall be made as follows:

2.1 Minimum Rental Period of One Month or More. With respect to each Item of Equipment leased for a Minimum Rental Period of one month or more, Lessee shall pay to Lessor on the date such Item of Equipment becomes subject to this Agreement and on the same day of each and every month thereafter until the later of (a) expiration of minimum rental period as expressed above or (b) until such Item of Equipment is returned to Lessor's yard (i) base rentals in the amount of the Monthly Rental Rate set forth above for such Item of Equipment; and (ii) in the event such Item of Equipment was used more than 200 hours during the month preceding the payment date, additional rentals in the amount equal to 1/200 of the Monthly Rental Rate for each hour of such Item of Equipment was operated during such preceding month in excess of 200 hours.

2.2 Minimum Rental Period of Less Than One Month. With respect to each Item of Equipment leased for a Minimum Rental Period of less than one month, Lessee shall pay to Lessor: (i) on the date such Item of Equipment becomes subject to this Agreement and on the same day of each of the next three weeks thereafter (unless such Item of Equipment is returned to Lessor's yard prior thereto): (a) base rentals in the amount of one-third (1/3) of the Monthly Rental Rate set forth above for such Item of Equipment; and (b) in the event such Item of Equipment was used more than 40 hours during the week preceding the payment date, additional rentals in the amount equal to 1/40 of the weekly charge for such Item of Equipment for each hour such Item of Equipment was operated during such preceding week in excess of 40 hours; and (ii) on the same day of each week thereafter beginning with the fourth week after such Item of Equipment becomes subject to this Agreement (a) base rentals in the amount of one-fourth (1/4) of the Monthly Rental Rate set forth above for such Item of Equipment and (b) in the event such Item of Equipment was used more than 40 hours during the week preceding the payment date, additional rentals in the amount equal to 1/40 of the weekly charge for such Item of Equipment for each hour such Item of Equipment was operated during such preceding week in excess of 40 hours.

Rental & Late Fees: For purposes of the foregoing, calculation of the rental period shall commence on the date an Item of Equipment has been notified by the Lessee to be on rent and shall terminate the later of (a) expiration of minimum rental period as expressed above or (b) until such Item of Equipment has been notified by the Lessee to be on off rent. Time is of the essence hereof, and if Lessee shall fail to pay any rental as herein provided the full amount of rent then unpaid hereunder shall become due and payable forthwith, and Lessor may at its option, in addition to and without prejudice to any other remedy, without notice or demand and without legal process, take possession of the equipment wherever it may be located, whereupon all rights of lessee to the Equipment shall terminate absolutely. Late payments shall bear interest at the highest contract rate permitted by law, but the payment of such interest shall not waive Lessor's right to terminate this Agreement as herein set forth. This Agreement is irrevocable for the full term hereof and for the aggregate rental reserved, and the rent shall not abate by reason of termination of Lessee's right of possession for failure to observe any provision of this Agreement.

3. Product Warranty, DISCLAIMER and Limitation. The only warranties, if any, applicable to any Item of Equipment are identified in the List of Equipment set forth in paragraph I hereof or in the Schedule relating thereto.

3.1 New products. Lessor and Lessee hereby agree that Lessor has not made any warranties, express or implied, regarding any new Item of Equipment leased by Lessee pursuant hereto and that Lessor has expressly DISCLAIMED ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Lessee agrees that its sole and exclusive remedy, if any, for defects in materials or workmanship with respect to any new Item of Equipment shall be against the manufacturer or manufacturers thereof pursuant to the express, written warranty, if any, extended by such manufacturer or manufacturers with respect to such products and described in the Item of Equipment set forth in paragraph 1 hereof or in the Schedule relating to such Item of Equipment. If any such express, written warranty is to be in effect, Lessee hereby acknowledges that it has received, read and understands the terms of such warranty and that a description of the warranty (including the warranty card number relating thereto) is set forth in the Item of Equipment or in the Schedule relating to such Item of Equipment.

Approval. This Agreement shall not be binding upon Lessor until approved by an authorized officer or manager of Lessor, such approval to be evidenced by appropriate execution of this Agreement in the place provided herein therefor.

IN WITNESS WHEREOF, Lessor and the Lessee have caused these presents to be duly executed.

LESSEE / PERSONAL GUARANTOR	LESSOR:
Name: S.S.N	FRONTERA EQUIPMENT / BLUE CAT RENTALS
By:	By:
Title:	
*PERSON NAMED ABOVE PERSONNALLY GUARANTEES PAYMENT ON THIS RENTAL	

THIS MASTER EQUIPMENT LEASE AGREEMENT AND RENTAL CONTRACT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF SAME BEING INCORPORATED HEREIN BY REFERENCE

3.2. Used Products. Lessor and Lessee further agree that Lessor has not made any warranties, express or implied, regarding any used Item of Equipment leased by Lessee pursuant hereto and that Lessor has expressly DISCLAIMED ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE regarding any used Item of Equipment leased by Lessee pursuant hereto except for any express warranties specifically described in the List of Equipment set forth in paragraph one hereof or in the schedule relating to such Item of Equipment. The only warranties offered by Lessor with respect to used products are as follows: "Bonded ".

(i) BONDED: An Item of Equipment warranted against defective material or workmanship for a period of 60 days from lease date. No charge will be made for parts or labor if defect occurs and Lessor is notified in writing during the 60-day period.

Lessor and Lessee agree that Lessee's SOLE AND EXCLUSIVE REMEDY against Lessor under "BONDED", warranties shall be for the repair or replacement of defective parts as provided in the warranty or condition selected. Repair or replacement shall be at Lessor's discretion. Lessor will make every attempt to replace any equipment that can not be repaired in a timely manner. Rental payment will cease during the time the equipment is unavailable due to defective parts.

Lessee acknowledges and agrees that this Agreement contains all agreements between Lessor and Lessee, and such terms are hereby accepted by Lessee. Lessee further agrees and acknowledges that no verbal contracts, agreements, or warranties other than as written in this Agreement have been received or given and its signature on this Agreement acknowledges such fact.

4. Maintenance and Repair. Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon any Item of Equipment. Lessee shall see that the Equipment is not subjected to careless or needlessly rough usage. Lessee shall at its own expense maintain the Equipment and all additions, attachments and accessories in good mechanical condition and running order in strict accordance with the manufacturer's specifications and recommendations, and return it in its original condition less normal wear and tear or depreciation. Tires shall be the sole responsibility of Lessee, and Lessee agrees to return the Equipment with tires equal to those received less normal wear and tear. The expense of all maintenance and repairs made during the rental period, including labor materials, parts and other items, shall be paid by Lessee, except where covered by paragraph 3, shall become part of the Equipment and shall be the property of the Lessor.

5. Damage to Equipment. All risk of loss or damage to each Item of Equipment shall be borne by Lessee. Notwithstanding damage to an Item of Equipment, rental for such Item of Equipment shall continue to be paid by Lessee. Lessee shall have the responsibility for the repair of any damaged Item of Equipment, and Lessee shall repair, or cause to be repaired, each such damaged Item of Equipment promptly after the damage. In the event any Item of Equipment is destroyed, stolen or damaged to such extent that Lessee finds it undesirable or impossible to continue its use, Lessee shall immediately pay the remaining unpaid rental payments as to such Item of Equipment and all of Lessee's right, title, and interest in such Item of Equipment, together with any and all insurance rights it may have with respect to such Item of Equipment, shall be assigned to Lessor. To the extent not covered by insurance, Lessee shall indemnify Lessor against any and all loss and/or damage to Equipment.

The receipt and acceptance by the Lessee of any Item of Equipment shall constitute acknowledgement that such Item of Equipment has been accepted and found in good, safe, and serviceable condition, and fit for use, unless the Lessee makes claim to the contrary to Lessor by registered mail, return receipt requested, addressed to Lessor's office within three days after receipt of such Item of Equipment. The complaint shall set forth in detail the complete nature and the condition of the Equipment received. In the event of notice to Lessor by the Lessee that such Item of Equipment is not in good, safe, and serviceable condition and fit for use upon its arrival. Lessor shall have the right to put such Item of Equipment in good, safe and serviceable condition and fit for use, within a reasonable time, or to cancel this Lease.

6. Indemnity to Lessor. Lessee shall indemnify, protect and save and keep harmless Lessor, its agents, and servants, successors, and assigns from and against all losses, damages, injuries, claims, demands, and expenses, including reasonable legal expenses, arising out of the use, OR OPERATION by the lessee or, in the event Lessee's possession of any Item of Equipment terminates by virtue of Lessee's default hereunder, arising out of or resulting from the condition of any Item of Equipment sold or disposed of after use by the Lessee. Lessee shall notify Lessor in writing within five (5) days of institution of suit or the occurrence of any event which might be the basis of an adverse claim regarding any Item of Equipment. THE INDEMNITIES AND ASSUMPTIONS OF LIABILITIES AND OBLIGATIONS HEREIN PROVIDED SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING TERMINATION OF THIS AGREEMENT, WHETHER BY EXPIRATION OF TIME, BY OPERATION OF LAW, OR OTHERWISE. .

7. Insurance. Lessee shall at its own expense keep each Item of Equipment insured, at the full value thereof, against all risks of direct physical loss or damage to the Equipment, and shall likewise insure all Equipment adequately against such other risks and in such amounts as Lessor may reasonably require and with insurance companies qualified to do business in the state in which the Equipment may be located, with losses, if any, payable to Lessor, Lessee shall deliver to Lessor the policies or evidence of insurance satisfactory to Lessor. The failure of Lessee to secure or maintain such insurance shall constitute a default under this Agreement. In the event of such default, Lessor may, but shall not be obligated to, effect such insurance and an amount equal to the cost of such insurance shall be deemed additional rent to be paid forth by Lessee.

8. Taxes. Lessee shall pay all sales taxes, use taxes, excise taxes, personal property taxes, assessments, and valorem taxes, and all other governmental charges, fees, fines, or penalties whatsoever, whether payable by Lessor or Lessee or others, on or relating to any of the Equipment or the use, registration, rental, shipment, transportation, delivery, or operation thereof, other than federal or state income and franchise taxes of Lessor, and shall file all returns required therefor and furnish copies thereof to Lessor. Upon demand, Lessee shall reimburse Lessor for any such taxes, assessments, charges, fines, or penalties which Lessor may be compelled to pay in connection with any of the Equipment. Lessor will cooperate with Lessee and furnish Lessee with any information available to Lessor in connection with the Lessee's obligations under this paragraph.

9. Assignment and Sublease. Neither this Agreement nor Lessee's rights hereunder shall be assignable by Lessee without Lessor's prior written consent, and if the Lessee assigns this Agreement or any of its rights hereunder with the consent of Lessor as herein provided all of the conditions and obligations of this Agreement shall be binding upon Lessee's successors and assigns. Lessor may, without the necessity of prior consent or approval by Lessee, assign its rights and obligations under this Agreement, or may assign only its rights to receive lease rentals under this Agreement, and Lessee upon receiving written notice of any such assignment shall abide thereby. In the event Lessor assigns only its rights to receive lease rentals hereunder, Lessee agrees that it will, upon receipt of notice thereof, make payments of lease rentals to Lessor's assignee in accordance with such notice, that Lessee will make no attempt to off-set against such payments, any claim arising either under this Agreement or apart therefrom that Lessee may have against Lessor, that Lessee's obligations to pay lease rental to Lessor's assignee shall exist and continue notwithstanding any total or partial invalidity of this Agreement, any right of rescission Lessee may have, or for any other reason, to the end that Lessee's obligation to pay rent to Lessor's assignee of lease rentals hereunder will have the same effect as if such promise was contained in a negotiable promissory note executed and negotiated by Lessee to a holder in due course. Assignment by the Lessor of its right to receive lease rental payments hereunder shall not relieve the Lessor of its obligations under this Agreement, and the Lessee agrees to look solely to the Lessor for enforcement of such obligations; provided, however, that in the event Lessor assigns all of its rights and obligations under the terms and provisions of this Agreement, Lessee agrees that upon receipt by it of notice of such assignment the assignee of Lessor shall thereafter be deemed to be the Lessor for all purposes, and the Lessee agrees thereafter to look only to said assignee for the performance of all of Lessor's obligations hereunder.

10. Title to Equipment. Lessor and Lessee expressly agree that all of the property subject to this Agreement is personal property and is in the nature of equipment as defined in the Uniform Commercial Code of the State of Texas, and that the same shall never be so attached or affixed to any real estate as to be or become a fixture, Lessor and Lessee further expressly agree that this Agreement is a contract of lease only, and that Lessee shall not acquire any title to any of the Equipment subject hereto. Lessee shall keep the Equipment free from any and all liens and claims, and shall not do so or permit any act or thing whereby Lessor's title or rights in and to any of the Equipment may be encumbered or impaired. Lessor and Lessee expressly agree that in the event any of the Equipment is now, or may hereafter be, subject to any security interest therein created by the Lessor. Lessee's rights hereunder in and to the Equipment are and shall be subordinate to any such security interest.

11. Lessee's Default. The following events shall constitute defaults on the part of Lessee hereunder; failure of Lessee to pay any installment of rental on the date which the same shall become due; failure to return equipment to Lessor upon date due; failure of Lessee to receive written permission from FRONTERA EQUIPMENT prior to changing the location of the equipment from the last location thereof which was agreed to in writing by FRONTERA EQUIPMENT; any breach or failure of Lessee to observe or perform any of its other obligations hereunder; insolvency or bankruptcy of Lessee or the making by Lessee of an assignment to the benefit of creditors, or the consent of Lessee to the appointment of a trustee or receiver, or the appointment without its consent, of a trustee or receiver for Lessee or for a substantial part of its property; the institution by or against Lessee of bankruptcy, reorganization, arrangement, insolvency or other debtor-relief proceedings. Upon occurrence of any such default, Lessor may, at its option and without notice to or demand on Lessee, declare this Agreement in default and thereupon all Equipment and all rights of Lessee therein shall be surrendered to Lessor. Lessor may, by its agents, take possession of the Equipment wherever found, with or without process of the law, and for this purpose may enter upon any premises of Lessee without liability for suit, action or other proceedings by Lessee and remove the same. Lessor may hold, use, sell, lease, or otherwise dispose of the Equipment of any Item of Equipment or keep any of them idle if Lessor so chooses, without affecting the obligations(s) of Lessee. With respect to Equipment that is the subject of a default by Lessee, Lessor shall be entitled to all sums due and unpaid plus all sums to become due as rental to the end of the respective rental period of each Item of Equipment as if this Lease had not been terminated and all other damage sustained by Lessor by virtue of such breach. Any repossession or resale of any Item of Equipment shall not bar an action for a deficiency as above provided, and; the bringing of an action or entry of judgment against Lessee shall not bar Lessor's right to repossess any or all the Equipment.

12. Operators. Unless otherwise mutually agreed in writing, Lessee shall employ all operators to operate and repair the Equipment during the rental period, and shall employ none who are not qualified to perform their respective duties.

13. Inspection. Lessor shall have the right to inspect Lessee's time records and to take copies and extracts therefrom and discuss such records with Lessee's officers and employees during regular business hours to determine whether additional rentals are payable hereunder.

14. Prohibited Use. Lessee will not operate the equipment in connection with any use, storage, handling, shipment, disposal or other use of hazardous or toxic substances, waste or other prohibited or dangerous contaminants, and Lessee will promptly notify Lessor if any such equipment is or becomes subject to contamination from any hazardous or toxic substances. Lessee agrees to indemnify, protect and save and keep harmless Lessor, its agents, servants, successors and assigns, from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the operation or use of the equipment in connection with any hazardous or toxic substances, waster or other prohibited or dangerous contaminants.

15. Compliance with Regulations. Lessee agrees to comply with and conform to all applicable municipal, county, state and federal laws relating to the operation of the equipment, including, without limitation, all laws relating to hazardous waste and toxic substances.

16. Miscellaneous Provisions. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this Agreement. This Agreement contains the entire understanding of the parties, and such understanding may not be modified or terminated except in writing signed by the parties. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. For purposes of interpretation, the singular shall be deemed the plural and the plural deemed singular; the forms of masculine, feminine and neuter shall be deemed one and the same.

No delay or omission to exercise any right, power or remedy accruing to Lessor upon any breach or default by Lessee under this Agreement shall impair any such right, power or remedy of Lessor, nor be construed as a waiver of any such breach or default, or of any similar breach or default thereafter occurring; nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers under this Lease must be in writing. All remedies either under this Lease or by law afforded to Lessor shall be cumulative and alternate.

In case any matter is written or typed into this printed Agreement other than such as is necessary to fill the blanks provided therein, such matter shall be deemed an addition to the Lease and it is specifically understood and agreed by the Lessee and the Lessor that such added matter is not in any manner whatsoever intended to alter the meaning or intention of the printed clauses of the Agreement and in case of conflict and inconsistency between the printed portions and the written or typed additions, the printed portions shall control and any written or typed clauses in conflict therewith shall be treated as void.

Purchase Order
COUNTY OF HIDALGO

PO# 752952

DATE: 11/15/16

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 432601 REQ: 00309434

PHONE: (956)464-0123

Fax: (956)464-0124 EMAIL: elisha@fronteraequipment.com

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

BIG D TRACTOR CO., LLC
FRONTERA EQUIPMENT/BLUE CAT RENTALS
2300 E EXPRESSWAY 83
DONNA TX 78537

CONTACT: SRODRIGUEZ (956)383-3112

SITE: COMMISSIONER, PRECINCT 4

CONTRACT NO: C-16-058-05-03

SPECIAL INSTRUCTIONS: PCT #1310

LVLOPEZ

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 invoice #3124	11/15/16	$3663.48
		C-16-058-05-03 EXP: (5/3/2017) FOR THE RENTAL OF A CAT COMPACTOR FOR THE PERIOD OF ONE MONTH. COMPACTOR NEEDED TO FINISH OUT ROAD PROJECTS. PCT. 4 COMPACTOR OUT OF SERVICE.		
1.00	EACH	CC CAT CB434C 4DN00154 Compator - 1 Month Rental	3,600.00	3,600.00
1.00	EACH	CC TX Heavy Equip Surcharge @ 1.50%	54.00	54.00
1.00	EACH	EX Special Inventory Tax @ 0.2634%	9.48	9.48
		TOTAL:		3,663.48
		********** For Hidalgo County use only		
		6-1200-431-00-124-007-0-442 3,663.48		

Authorized by: Martha L Salazar

Hidalgo County
Pct #4

11/28/2016

BUDGET ACCOUNT NUMBER

6-1200-431-00-124-007-0-442

VENDOR	OBJ #	P.O.#	REQ#	PCT#	INV DATE	INV#	INV.$	AUDITOR'S REMARKS
BIG D TRACTOR CO., LLC	442	752952	309434	1310	11/15/2016	3124	$3,663.48	

PREPARED BY:
SABRINA RODRIGUEZ

RECEIVED BY
COUNTY AUDITOR
2016 DEC 12 PM 3 40

Blue Cat Rentals / Frontera Equipment

2300 E. Expressway 83
Donna, TX 78537
956-464-0123

FRONTERA EQUIPMENT
SALES / RENTALS

BLUE CAT RENTALS

QUOTE
Quote

Date
11/8/2016

Quote #
600

PCT: 1310
REQ: 309434
PO:

Hidalgo County Pct #4
NOV 08 2016
Edinburg, Texas 78542

Name / Address
Hidalgo County Precinct 4 1051 N Doolittle Rd Edinburg, TX 78542

Item	Description	Qty	Rate	Total
Rental	CAT CB434C 4DN00154 Compactor - 1 Month Rental	1	3,600.00	3,600.00
TX HEAVY EQ...	TX Heavy Equip Surcharge		1.50%	54.00
Special Inventor...	Special Inventory Tax		0.2634%	9.48

Background:
Compactor needed to finish out road projects. Pct. 4 Compactor out of service.

Account:
R&B
007-0-442

No warranty is Expressed or Implied.
Equipment is sold AS IS. We thank you for your business.

Subtotal	$3,663.48
Sales Tax (8.25%)	$0.00
Total	$3,663.48

Phone # TEL: 956.464.0123 office@fronteraequipment.com
Fax # FAX: 956.464.0124 www.fronteraequipment.com

Blue Cat Rentals / Frontera Equipment

HIDALGO COUNTY PURCHASING POLICIES AND PROCEDURES

I. INTRODUCTION

1.01 The Purchasing Department of Hidalgo County, Texas (the "Purchasing Department" or "Purchasing") was created by the Hidalgo County Commissioners Court (the "Commissioners Court") on May, 03, 1988, pursuant to the provisions of Texas Local Government Code § 262.0115. As a result, the Commissioners Court has appointed a Purchasing Agent to coordinate the purchases made by Hidalgo County, Texas (the "County"). The Purchasing Agent serves at the pleasure of the Commissioners Court, and is authorized by statute to make all purchases not subject to competitive bidding requirements, supervise the competitive bidding process, and receive and deliver materials purchased in accordance with contracts awarded by bids. In addition, the Purchasing Agent is required by statute (Tex.Loc.Govt.Code § 262.023) to adopt, to the extent practicable procedures calling for competitive bidding of all purchases of items not required to be competitively bid under the County Purchasing Act, Tex. Loc. Govt. Code, Ch. 262 Subch. C and other applicable statutes. Pursuant to the requirements established by the Commissioners Court and the Local Government Code, these Hidalgo County Purchasing Policies and Procedures are adopted by the Commissioners Court on this the 8th day of August, 2005, to be effective for all purchases by the County, or any department or agency thereof, requested on or after August 08, 1995.

II. OBJECTIVE OF THE CENTRALIZED PURCHASING PROGRAM

2.01	A centralized purchasing program has been established in the County to achieve The objectives listed as follows:
2.01.01	To obtain goods and services at the best price possible.
2.01.02	To obtain goods and services best suited to the particular needs of the County.
2.01.03	To ensure the timely delivery and adequate availability of goods and services.
2.01.04	To ensure that purchases conform to state law, County policies, the County budget any payment ability.
2.01.05	To ensure that all responsible prospective providers of goods and services to the County are afforded an equal opportunity to compete for County contracts.
2.01.06	To ensure that public spending is not used to enrich elected officials, department heads or government employees, or to confer favors on favored constituents, or to give the appearance of impropriety.

III. PURCHASING CODE OF ETHICS

3.01 **Statement of Purchasing Policy**. Public employment is a public trust. It is the policy of the County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Purchasing Department.

6.02.03 Form HCPD-01 *must* be completed in its entirety. Incomplete Requisition Forms will be returned to the requesting department and will delay the order and delivery of the requested goods and services.

6.03 **Requisition Priority Designations**. Each form HCPD-01 must contain a priority designation and state a definite date by which the items are needed (i.e....not "Rush" or "ASAP"). The priority categories set forth below will be strictly adhered to, and the Purchasing Agent is authorized to investigate priority designation to determine abuse or potential abuse of expedited purchasing procedures. Requisitions are divided according to the type of action required on the purchase.

6.03.01 **Routine**- (for all normal purchasing transactions requiring a Requisition Form). The Purchasing Department will process these requisitions using routine procedures set out in Procedures Number 6.04.01. Routine Purchases are designated **Priority Four.**

6.03.02 **Expedited**- (for items that are needed sooner than the normal purchasing process would be able to get them). The only legitimate loss of the County's money. Expedited purchases are not emergency purchases. They are for items needed quickly to prevent costly delays, and therefore warrant the additional cost and effort caused by the interruption of the normal purchasing routine. However, They are not to be used unless absolutely required. The two types of Expedited Purchases are:

a. **Walk Through**- (for items needed within ten working days to avoid work interruption, loss of service or significant added cost of operations). The Purchasing Department processes these requisitions using routine procedures set out in Procedure Number 6.04.02. The requisition and other documents are hand carried through the purchasing process by the requesting department. These purchases are designated **Priority Three**.

b. **Work Stoppage**- (for items needed immediately to prevent work stoppage due to unanticipated requirements). The Purchasing Department processes these requisitions using routine procedures set out in the Procedure Number 6.04.03, but the process may be started by telephone request to the Purchasing Department, followed by delivery of a completed Requisition Form HCPD-01. These purchases are designated **Priority Two**.

6.03.03 **Emergency**- (for all requirements because of an emergency condition as defined In Procedure Number 9.01.01). The Purchasing Department processes these requisitions using routine procedures set out in Procedure 6.04.04 These purchases are designated **Priority One**.

6.04 Processing of Requisitions

6.04.01 Priority Four Requisition. When a requisition is received in the Purchasing Department, it must be verified for accuracy, authorization and budget authority. Purchasing will do the following: a) check the requisition for completeness; b) Check computations for accuracy; c) verify contract provision (if purchases under existing contract); d) verify authorizations against authorization lists; e) verify budget authority (budget line-item authority and unencumbered budget

AI-58102 **Closed Session** **21. C.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - matter involving joint real estate sale by the County of Hidalgo, City of Edinburg, Edinburg EDC and others

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 01/18/2017 03:18 PM

Final Approval Date: 01/18/2017

AI-58044 **Closed Session** **21. D.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County Drainage District No. 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 01/12/2017 05:26 PM

Final Approval Date: 01/12/2017

AI-58066 **Closed Session** **21. E.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:16-cv-00184; County of Hidalgo v. Old Republic Surety Company

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	01/17/2017 05:11 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Monica Badillo Started On: 01/17/2017 10:00 AM

Final Approval Date: 01/20/2017

AI-58111 **Closed Session** **21. F.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CCD-0375-F; State of Texas & Hidalgo County, Texas v. Rumalda V. Gomez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/19/2017 09:18 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Monica Badillo		Started On: 01/19/2017 09:15 AM
Final Approval Date: 01/20/2017		

AI-58031 **Closed Session** **21. G.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2016-02842: Jose Lauro Hinojosa v Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/12/2017 11:19 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Monica Badillo		Started On: 01/11/2017 04:20 PM
Final Approval Date: 01/20/2017		

AI-58182 **Closed Session** **21. H.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0142-17-E; Bryan Hathorn v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/20/2017 03:58 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Monica Badillo		Started On: 01/20/2017 03:56 PM
Final Approval Date: 01/20/2017		

AI-58189 **Closed Session** **21. I.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Irma & Rene Torres

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/20/2017 04:39 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Monica Badillo		Started On: 01/20/2017 04:38 PM
Final Approval Date: 01/20/2017		

AI-58025 **Closed Session** **21. J.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Brandon Guerra

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/12/2017 11:19 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Aida Alvarez		Started On: 01/10/2017 03:40 PM
Final Approval Date: 01/20/2017		

AI-58094 **Closed Session** **21. K.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Shelia Ann Pruitt-Orr

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/18/2017 03:40 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Aida Alvarez		Started On: 01/18/2017 02:19 PM
Final Approval Date: 01/20/2017		

AI-58130 **Closed Session** **21. L.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Sylvia Solis

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/19/2017 03:17 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Aida Alvarez		Started On: 01/19/2017 02:28 PM
Final Approval Date: 01/20/2017		

AI-58132 **Closed Session** **21. M.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Dahlia Casanova

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/19/2017 03:17 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Aida Alvarez		Started On: 01/19/2017 02:30 PM
Final Approval Date: 01/20/2017		

AI-58103 **Open Session** **23. C.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - matter involving joint real estate sale by the County of Hidalgo, City of Edinburg, Edinburg EDC and others

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 01/18/2017 03:18 PM

Final Approval Date: 01/18/2017

AI-58045 **Open Session** **23. D.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County Drainage District No. 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 01/12/2017 05:26 PM

Final Approval Date: 01/12/2017

AI-58067 **Open Session** **23. E.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:16-cv-00184; County of Hidalgo v. Old Republic Surety Company

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	01/17/2017 05:11 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM

Form Started By: Monica Badillo Started On: 01/17/2017 10:00 AM

Final Approval Date: 01/20/2017

AI-58112 **Open Session** **23. F.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CCD-0375-F; State of Texas & Hidalgo County, Texas v. Rumalda V. Gomez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/19/2017 09:18 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Monica Badillo		Started On: 01/19/2017 09:16 AM
Final Approval Date: 01/20/2017		

AI-58032 **Open Session** **23. G.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2016-02842: Jose Lauro Hinojosa v Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/12/2017 11:19 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Monica Badillo		Started On: 01/11/2017 04:20 PM
Final Approval Date: 01/20/2017		

AI-58183 **Open Session** **23. H.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0142-17-E; Bryan Hathorn v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/20/2017 03:58 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Monica Badillo		Started On: 01/20/2017 03:56 PM
Final Approval Date: 01/20/2017		

AI-58190 **Open Session** **23. I.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Irma & Rene Torres

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/20/2017 04:39 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Monica Badillo		Started On: 01/20/2017 04:39 PM
Final Approval Date: 01/20/2017		

AI-58026 **Open Session** **23. J.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Brandon Guerra

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/12/2017 11:19 AM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Aida Alvarez		Started On: 01/10/2017 03:51 PM
Final Approval Date: 01/20/2017		

AI-58096 **Open Session** **23. K.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Shelia Ann Pruitt-Orr

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/18/2017 03:40 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Aida Alvarez		Started On: 01/18/2017 02:21 PM
Final Approval Date: 01/20/2017		

AI-58131 **Open Session** **23. L.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Sylvia Solis

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/19/2017 03:17 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Aida Alvarez		Started On: 01/19/2017 02:29 PM
Final Approval Date: 01/20/2017		

AI-58133 **Open Session** **23. M.**

CC - REGULAR

Meeting Date: 01/24/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Dahlia Casanova

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/19/2017 03:17 PM
Final Approval	Monica Badillo	01/20/2017 05:45 PM
Form Started By: Aida Alvarez		Started On: 01/19/2017 02:32 PM
Final Approval Date: 01/20/2017		