

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-06-289-09-19

THIS AGREEMENT is made effective the 19th day of SEPTEMBER, 2006, by and between the **COUNTY OF HIDALGO, TEXAS**, ("County") and **TRIPLE "R" REALTY & APPRAISAL SERVICES, INC.** ("Appraiser").

WITNESSETH:

WHEREAS, the County requires appraisal services for **ROOTH ROAD LAND ACQUISITION PROJECTS** located within **HIDALGO COUNTY PRECINCT NO. 4 (R.O.W. DEPARTMENT)**; and

WHEREAS, County has determined that the services of professional Appraiser are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Article 2254.002, (2) (A) "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, the County has selected the Appraiser to provide appraisal services within the County of Hidalgo, Texas through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser."

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate **upon completion of project** unless sooner terminated as provided herein. The

Appraiser will not begin work or incur costs until authorized in writing by the County for each work order.

3. **Compensation.** The maximum amount payable under this Contract shall not exceed **\$ 750.00 PER PARCEL (SEE ATTACHED EXHIBIT "B")** the amount agreed for each work order unless an amendment is executed as provided hereinafter. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

4. **Progress.** Upon acceptance of a work order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting.** The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and

damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Appraiser: Triple "R" Realty & Appraisal Services, Inc.
Attn: Ramon Ramos, Real Estate Broker & Appraiser General
121 West Samano Street
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the

manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

22. **Execution of Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

23. **Binding Contract.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

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


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

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON, May 16, 2006.

APPROVED AS TO FORM:
Atlas & Hall, LLP

COUNTY OF HIDALGO, TEXAS

By:  _____
Steve L. Crain, Attorney

By: _____
Ramon Garcia, County Judge

APPRAISER:

By: _____

Printed Name: _____

Title: _____

ATTEST:

Eddy Trevino, Acting Hidalgo County Clerk

EXHIBIT "A"

Services to be Provided by Appraiser

~~File No. 06-535A~~

Letter to Hidalgo County -Lety

File No. 06-535A

Owner	Miguel Romero Jr.				
Property Address	North Rooth Road				
City	Edinburg	County	Hidalgo	State	Texas Zip Code 78539
Client	Hidalgo County Right of Way Department				

Triple "R" Realty & Appraisal Services

121 West Samano Street, Edinburg, Texas 78539

Tele: (956) 380-0397 Fax: (956) 380-0410 E-mail: Ramon@TripleRRealty.Com

August 28, 2006

To: County of Hidalgo
 Attention: Lety
 956-292-7000
 Fax No. 956-313-2629

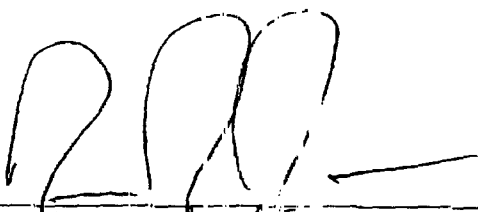
Client: County of Hidalgo - Right Of Way Department
 c/o Mr. J. Benito Rodriguez
 301 East Street Avenue
 Pharr, Texas 78577
 (956) 283-8134

RE: Contract for Services with County of Hidalgo on the three parcels of land on North Rooth Road in Edinburg, Texas. The property owners are as follow: Miguel Romero Jr., Jamie Don Smith and Diana R. Smith.
 The fee is \$750.00 Per parcel of partial taking and if need to update an additional fee of \$250.00 per parcel. Also, attached is Real Estate Appraisers Professional Liability Insurance dated 12-7-05 thru 12-07-06

Thank you for the opportunity to provide this service for you.

Respectfully submitted
Triple "R" Realty & Appraisal Services

Ramon R. Ramos, MSA, AAR, CRI

Signature 
 Name RAMON ROLANDO RAMOS, MSA, AAR, CRI
 Date Signed 8/28/06
 State Certification # TX-1322287-G State TX
 Or State License # State

Signature _____
 Name _____
 Date Signed _____
 State Certification # _____ State _____
 Or State License # _____ State _____

EXHIBIT "B"

Fee Schedules

Letter to Hidalgo County -Lety

File No. 06-535A

Owner	Miguel Romero Jr.				
Property Address	North Rooth Road				
City	Edinburg	County	Hidalgo	State	Texas Zip Code 78539
Client	Hidalgo County Right of Way Department				

Triple "R" Realty & Appraisal Services

121 West Samano Street, Edinburg, Texas 78539

Tele: (956) 380-0397 Fax: (956) 380-0410 E-mail: Ramon@TripleRRealty.Com

August 28, 2006

To: County of Hidalgo
 Attention: Lety
 956-292-7000
 Fax No. 956.313.2629


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Thank you for the opportunity to provide this service for you.

Respectfully submitted
Triple "R" Realty & Appraisal Services

Ramon R. Ramos, MS^{AP}, AA^{AP}, CRI

Signature 
 Name RAMON ROLANDO RAMOS, MS^{AP}, AA^{AP}, CRI
 Date Signed 8/28/06
 State Certification # TX-1322287-G State TX
 Or State License # _____ State _____

Signature _____
 Name _____
 Date Signed _____
 State Certification # _____ State _____
 Or State License # _____ State _____

EXHIBIT "C"

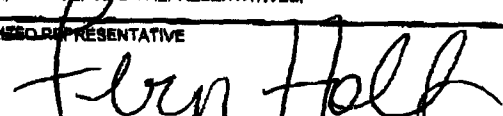
Insurance Requirements

ACORD ™	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YY) JUN 16 06
PRODUCER MARBURGER-HOLT INSURANCE AGENT 1305 SOUTH CLOSER P O BOX 1198 EDINBURG TX 78539 PHONE: 956-383-0117	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED TRIPLE "R" REALTY & APPRAISAL 121 WEST SAMANO STREET EDINBURG TX 78539	INSURERS AFFORDING COVERAGE INSURER A: SCOTTSDALE INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	TBA	JUN 16 06	JUN 16 07	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$ 100,000 MED. EXP (Any One Person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMP/OP AGG. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
	OTHER:				

DESCRIPTION OF OPERATIONS/LOCATION VEHICLES/EXCLUSIONS ADDED ENDORSEMENT/ SPECIAL PROVISIONS
 ADDITIONAL INSURED IN FAVOR OF THE CERTIFICATE HOLDER
 30 DAYS NOTICE OF CANCELLATION
 WAIVER OF SUBROGATION ARE INCLUDED UNDER THE GENERAL LIABILITY.

CERTIFICATE HOLDER HIDALGO COUNTY 100 EAST CANO EDINBURG, TEXAS 78539	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY 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 
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CONTRACT INFORMATION

THIS CONTRACT IS:

CONTRACT TYPE:

BID NO. **2006289** BUYER DEPARTMENT **LHS PRECINCT #4**

BID REMARKS
PENDING NEGOTIATION & APPROVAL OF CONTRACT.

DESCRIPTION
APPRAISAL SERVICES FOR ROUTH ROAD LAND ACQUISITION PROJECT

CONTRACT NO. _____ CONTRACT MANAGER _____ CONTRACT AWARD FOR DEPT (1)

AWARDED VENDOR
Triple R Realty & Appraisal Services

MULTIPLE AWARD? YES NO
(If Yes See Below for Add'l Info.)

CONTRACT TERMS:		60 DAY EXTENSION:	RENEWED/EXTENDED <input type="checkbox"/>
STARTING DATE:	ENDING DATE:	START DATE:	REFER TO NEW CONTRACT NO _____
EXPIRES UPON COMPLETION <input type="checkbox"/>		END DATE:	RENEWAL OPTION(S): _____

INSURANCE EXPIRATION DATES: INS EXP DATE: _____ GEN LIA INSR _____ AUTO LIA INSR _____ WKMANS COMP _____

Contract Scanner _____

CONTRACT COMMENTS:

CONTRACT PRICES:
ITEM DESCRIPTION:

UNIT:

PRICE:

ITEM DESCRIPTION	UNIT	PRICE

LUMP SUM AMOUNT: _____

Contract No 2	Awarded Vendor 2	For Departments 2	Ins Exp Date (2)	Ins Exp Date (7)
Contract No 3	Awarded Vendor 3	For Departments 3	Ins Exp Date 3	Ins Exp Date (8)
Contract No 4	Awarded Vendor 4	For Departments 4	Ins Exp Date 4	Ins Exp Date (9)
Contract No 5	Awarded Vendor 5	For Departments 5	Ins Exp Date 5	Ins Exp Date (10)
Contract No 6	Awarded Vendor 6	For Departments 6	Ins Exp Date 6	