

## ARTICLE 8 - MISCELLANEOUS PROVISIONS

### 8.01 LEGAL OBLIGATIONS

Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. Grantee shall not commence work on the Project until it has obtained the requisite licenses and/or permits, if applicable. **COPIES OF SUCH LICENSES AND PERMITS SHALL BE INCLUDED AS A PART OF THE MONTHLY REPORT FOR THE PERIOD DURING WHICH THEY ARE OBTAINED.**

### 8.02 INDEMNITY

**AS GOVERNMENTAL ENTITIES AND REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT THEY ARE LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF GRANTEE, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF GRANTEE, THEN, IN SUCH EVENT, GRANTEE AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION (INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL) AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT GRANTEE IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND GRANTEE'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY GRANTEE, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY GRANTEE TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF GRANTEE MUST BE APPROVED BY GRANTEE.**

### 8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Grantee is authorized pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," to self-insure, Grantee shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

- (b) Grantee shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of Project in the types and amounts customarily carried by a person or entity providing such goods or services, for the duration of the Contract. Any person or entity required to obtain insurance under this Section must also be required to complete and file the declaration pages from the insurance policies with Grantee whenever a previously identified policy period expires during the term of Grantee's contract with the person or entity, as proof of continuing coverage. Grantee's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Grantee shall not relieve or decrease the liability of the person or entity. Persons or entities shall be required to update all expired policies prior to Grantee's acceptance of an invoice for monthly payment from such parties.
- (c) Grantee shall require performance and payment bonds to the extent they are required under Chapter 2257 of the Texas Government Code.
- (d) Grantee shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall timely complete SF-424D, entitled "Assurances - Construction Programs," and Grantee shall maintain such documentation.

#### **8.04 ASSIGNMENT AND SUBCONTRACTS**

Grantee shall not convey any grant obligations or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Grantee may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Grantee shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Grantee as specified in this Contract. Nothing in this Contract shall be construed to relieve Grantee of the responsibility for ensuring that the goods delivered and/or the services rendered by Grantee and/or any of its subcontractors comply with all the terms and provisions of this Contract.

#### **8.05 PROCUREMENT**

Grantee must follow all federal, state, and local procurement procedures and laws applicable to this Project, and must confirm that no vendor is debarred from receiving state or federal funds at each of the following web addresses:

Texas Comptroller's Vendor Performance Program:

[http://www.window.state.tx.us/procurement/prog/vendor\\_performance](http://www.window.state.tx.us/procurement/prog/vendor_performance);

and the Federal General Services Administration's Excluded Parties List System

at <https://www.epls.gov/>.

#### **8.06 PURCHASES AND EQUIPMENT**

Grantee shall not seek reimbursement for any Equipment or computer software not included as a reimbursable item in **Attachment B**. Any purchase of equipment or

computer software shall be made in accordance with all applicable laws, regulations, and rules including, but not limited to those listed in Attachment C. Title and possession of any Equipment or computer software will remain the property of Grantee unless and until transferred to the GLO, upon written request of the GLO. Grantee shall furnish, with its final request for reimbursement, a list of all Equipment and computer software purchased with grant funds under the Contract, including the name of the manufacturer, the model number, and the serial number. The disposition of any Equipment or computer software shall be in accordance with all applicable laws, regulations, and rules, including but not limited to those listed in Attachment C.

#### **8.07 COMMUNICATION WITH THIRD PARTIES**

The GLO and the authorities named in ARTICLE 7, above, shall have the right to initiate communications with any subcontractor, and may request access to any books, documents, papers, and records of a subcontractor which are directly pertinent to this grant. Such communications may be required to conduct audits and examinations and gather additional information as provided in ARTICLE 7 herein.

#### **8.08 RELATIONSHIP OF THE PARTIES**

Grantee is associated with the GLO only for the purposes and to the extent specified in this Contract and, with respect to Grantee's performance pursuant to this Contract, Grantee shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other party.

#### **8.09 COMPLIANCE WITH OTHER LAWS**

In the performance of this Contract, Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, those listed in Attachments C, D, E, and F. Grantee shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Grantee will be deemed to have knowledge of these laws and regulations and be deemed to understand them.

In addition, the GLO and Grantee mutually certify to that each party is in compliance with Notice of Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for Community Development Block Grant (CDBG) Disaster Recovery Grantees Under 2008 Supplemental CDBG Appropriations 74 Fed. Reg. 7,244-7,255 (2009).

#### **8.10 CITIZEN PARTICIPATION**

- (a) Grantee must have written procedures to respond to written complaints within fifteen (15) business days of receipt of such complaint. Citizens must be made aware of the location and the days and hours the location is open for business so they may obtain a copy of these written procedures.

- (b) When requested, Grantee shall provide technical assistance to a representative of a group of persons of low- and moderate-income in developing proposals for the use of CDBG-DR funds. The level and type of assistance shall be determined by the Grantee based upon the specific needs of the community's residents.
- (c) Grantee shall maintain a citizen participation file which includes a copy of the Plan Requirements described in the "2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike Non-Housing Activities Application Guide;" Grantee's complaint procedures; any technical assistance provided by Grantee; and public notices, minutes, and attendance lists for public hearings, if any.

#### 8.11 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

**GLO**

Texas General Land Office  
1700 N. Congress Avenue, Mail Code 158  
Austin, TX 78701  
Attention: Legal Services Division

**With a copy to:**

Texas General Land Office  
1700 N. Congress Avenue, 7<sup>th</sup> Floor  
Austin, TX 78701  
Attention: CDBG Disaster Recovery Division

**Grantee**

County of Hidalgo  
1615 South Closner, Suite J  
Edinburg, TX 78539  
Attention: Judge Ramon Garcia

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

#### 8.12 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

### **8.13 SEVERABILITY**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

### **8.14 DISPUTE RESOLUTION**

If a Contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

### **8.15 PUBLIC INFORMATION**

Pursuant to the Public Information Act, records received from Grantee may be open to public inspection and copying. The GLO will have the duty to disclose such records, unless a particular record is made confidential by law or exempted from the Public Information Act. Grantee may clearly label any individual records as a "trade secret," provided that Grantee, to the extent permitted by law, agrees to indemnify and defend the GLO for honoring such designation. The failure to so label any record shall constitute a complete waiver of any and all claims for damages caused by release of the records. If a request for a labeled record is received by the GLO, the GLO will notify Grantee of the request in accordance with the Public Information Act.

**Grantee shall release, to any requestor, the following information:**

The amount of CDBG-DR funds expected to be made available;

The range of activities that may be undertaken with CDBG-DR funds;

The estimated amount of CDBG-DR funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and

The proposed CDBG-DR activities likely to result in displacement and the Grantee's anti-displacement and relocation plan.

### **8.16 SIGNAGE**

Public buildings, facilities, and centers constructed with the CDBG-DR funds shall have permanent signage placed in a prominent, visible public area with wording provided below. The formatting of the required signage will be at Grantee's discretion to best fit the architectural design of the facility, but shall be legible from no less than three (3) feet.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, utilizing CDBG-DR funds, shall have temporary signage erected in a prominent location at the Project site or along a major thoroughfare within the locality, as directed by Grantee, with the wording provided below:

“This project is funded by the Texas General Land Office to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes. Funds for the project were allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Disaster Recovery Program.”

#### **8.17 AMENDMENTS TO THE CONTRACT**

Material changes to the Performance Statement and Implementation Schedule may be made only by written agreement of the parties, under the formal Contract amendment process. Material changes include, but are not limited to; monetary changes other than budget variances permitted under SECTION 2.04; the addition or deletion of projects or tasks; or any revision that would otherwise result in a change to the overall Performance Statement.

**Notwithstanding the preceding**, in the sole discretion of the GLO, extensions to Deliverable due dates within the overall Contract Period, and immaterial revisions to quantities and specifications used within the Project Performance Statement, which may be required during construction, may be approved by the GLO without formal amendment. Such approvals must be in writing, and may be delivered by email, facsimile, or regular mail.

Pursuant to SECTIONS 2.04 AND 4.01(b) hereof, a final Project Completion Report of all activities performed under this Contract shall be submitted and shall include all such informal revisions approved over the life of the Project.

#### **8.18 ENTIRE CONTRACT AND MODIFICATIONS**

This Contract and its integrated Attachments constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

#### **8.19 PROPER AUTHORITY**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Grantee acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Grantee after the Contract terminates is performed at the sole risk of Grantee.

**8.20 COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

**8.21 SURVIVAL**

The provisions of ARTICLES 5, 6, AND 7; AND SECTIONS 1.01, 1.03, 2.04, 2.05, 3.02, 3.04, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15, 8.16, AND 8.17 of this Contract, and any other continuing obligations of Grantee shall survive the termination or expiration of this Contract.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE  
FOR GLO CONTRACT No. 12-406-000-6453**

**GENERAL LAND OFFICE**



Larry L. Laine, Chief Clerk/  
Deputy Land Commissioner

Date of execution: 7/12/12

12 LEGAL AA

PB DIV [Signature]

AGC \_\_\_\_\_

GC \_\_\_\_\_

**COUNTY OF HIDALGO**



By: Ramon Garcia

Title: County Judge

Date of execution: \_\_\_\_\_

Approved by Commissioners' Court

on 10-18-11 120

**ATTACHMENTS TO GLO CONTRACT No. 12-406-000-6453**

- ATTACHMENT A:** Performance Statement and Implementation Schedule
- ATTACHMENT B:** Project Budget
- ATTACHMENT C:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT D:** General Affirmations
- ATTACHMENT E:** Federal Assurances – Non-Construction Programs SF-424B (Rev. 7-97,)
- ATTACHMENT F:** Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
- ATTACHMENT G:** Special Conditions

**ATTACHMENTS FOLLOW**

## Performance Statement

### County of Hidalgo

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the budget.

As a result of Hurricane Dolly on July 23, 2008, the county sustained flooding that resulted in drainage infrastructure failure. The existing drainage system infrastructure failed to function because the current systems were unable to convey the volume of water generated during Hurricane Dolly. The failure of the drainage systems to function threatened the public health, safety, and welfare of all served by these facilities due to flooding. The County is in need of adequately-sized drainage infrastructure to reduce flooding.

#### Flood and Drainage Facilities-5

##### Penitas Drain

Grantee shall purchase and install approximately eight hundred twenty-five feet (825 ft.) of storm pipe (box and RCP) along with an associated outfall for the proposed system within the Colonias of Puerta Blanca, Daniel Ozuna, Reina, and Ramona. Work will include the installation of drainage inlets, manholes, driveway and pavement repairs, ditch excavation, concrete riprap, headwalls, associated appurtenances, and perform site work associated with the construction. Construction shall take place in Hidalgo County, Texas, from Rodriguez Road to U.S. Expressway 83. Proposed improvements will significantly increase the capacity of the storm sewer system and reduce flooding.

These activities shall benefit six thousand two hundred eighty-three (6,283) persons, of which four thousand four (4,004), or sixty-three percent (63%), are of low to moderate income.

##### South Fork Drain

Grantee shall purchase and install drain check valves for existing outfall structures in the South Floodwater Channel and provide a new storm lateral to drain the South Fork Colonia and surrounding area. Work will include existing ditch clearing/grubbing, channel and trench excavation, riprap, installation of storm and irrigation pipe (box and RCP), headwalls, concrete weir, associated appurtenances, and perform site work associated with the construction. Construction shall take place in Hidalgo County, Texas, from west Cage Boulevard to the USIBWC Floodway. Proposed improvements will increase the capacity of the drainage system and reduce flooding.

These activities shall benefit fourteen thousand six hundred twenty-five (14,625) persons, of which eleven thousand three hundred seventy-five (11,375), or seventy-seven percent (77%), are of low to moderate income.

Delta Area Connector and Lateral

Grantee shall construct new storm sewer collection systems, swales, culverts, and outfalls at Colonias Bernal Heights, Bar, Chapa North, Chapa South, Olivarez#10, Olivarez#4, Puesta del Sol, Sunrise Subdivision, Olivarez #7, Olivearez #9, Olivarez #18, Tijerina Estates, and Mesquite Acres. Work will include installation of box culverts, a gated box structure, concrete headwalls and weirs, irrigation pipes, and associated appurtenances. In addition, grantee shall clear and grub existing drainage system, excavate channel, install concrete riprap for erosion protection, and perform pavement repair and other site work associated with the construction. Construction shall take place in Hidalgo County, Texas, from Mile 12 ½ Road to the Hidalgo County Drainage District No. 1 Ditch. Proposed improvements will increase the capacity of the drainage system and reduce flooding.

These activities shall benefit sixty-four thousand six hundred ninety (64,690) persons, of which forty-four thousand three hundred twenty-one (44,321), or sixty-eight percent (68%), are of low to moderate income.

Acquisition-24

Grantee shall acquire easements as needed to accommodate proposed drainage system improvements. Grantee shall carry out all acquisition of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*) and HUD implementing regulations (24 CFR Part 42).

Engineering-30

Grantee shall ensure the amount of the funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for engineering in the Budget.

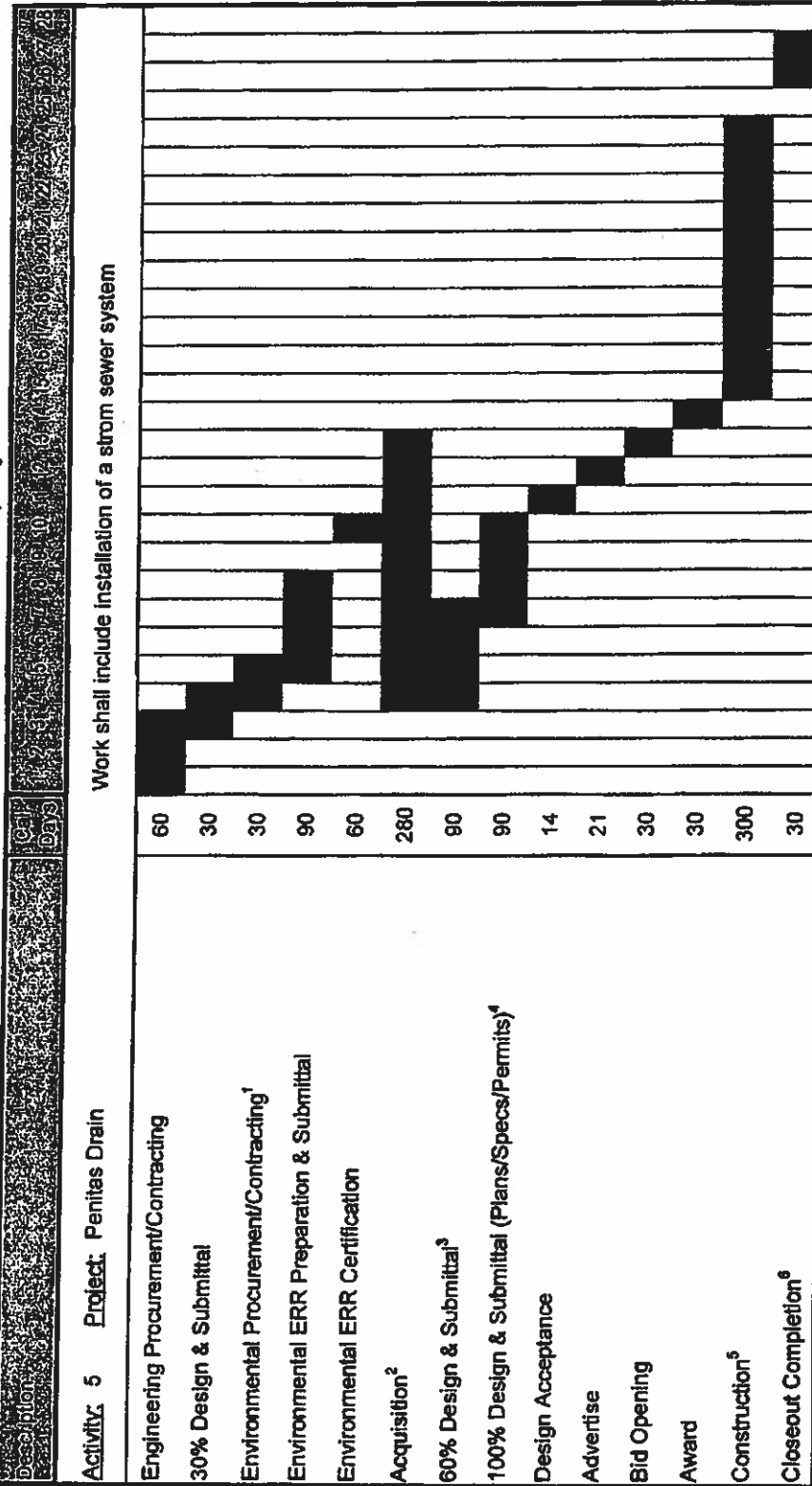
Planning / Project Delivery-33

Grantee shall ensure the amount of the funds expended for all eligible project-related "planning / project delivery" administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Planning / Project Delivery in the Budget.

# Project Implementation Schedule

Grantee: **Hidalgo County**

Acquisition completion is after Bid Opening.



<sup>1</sup> Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

<sup>2</sup> Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the County during the outreach conference call. Timeframes are approximate and subject to change.

<sup>3</sup> 60% design is assumed to start two (2) weeks after the 30% design submittal for review.

<sup>4</sup> 100% design is assumed to start two (2) weeks after the 60% design submittal for review.

<sup>5</sup> Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

<sup>6</sup> Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

**Project Implementation Schedule**

Grantee: **Hidalgo County**

Description	Ca	Days
Activity: 5 Project: South Fork Drain		
Work shall include new check valves, storm lateral and clearing/ grubbing of existing channel.		
Engineering Procurement/Contracting		60
30% Design & Submittal		60
Environmental Procurement/Contracting <sup>1</sup>		30
Environmental ERR Preparation & Submittal		90
Environmental ERR Certification		60
Acquisition <sup>2</sup>		90
60% Design & Submittal <sup>3</sup>		120
100% Design & Submittal (Plans/Specs/Permits) <sup>4</sup>		14
Design Acceptance		21
Advertise		30
Bid Opening		30
Award		330
Construction <sup>5</sup>		30
Closeout Completion <sup>6</sup>		

<sup>1</sup> Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

<sup>2</sup> Acquisition is assumed to start the day following the 30% design submittal.

<sup>3</sup> 60% design is assumed to start two (2) weeks after the 30% design submittal for review.

<sup>4</sup> 100% design is assumed to start two (2) weeks after the 60% design submittal for review.

<sup>5</sup> Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

<sup>6</sup> Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

**Project Implementation Schedule**

Grantee:	Hidalgo County	Cal. Days	Acquisition completion is after Bid Opening.
Activity:	5	Project: Delta Area Connector/ East Lateral	Work shall include installation of a new storm sewer system
Engineering Procurement/Contracting	30		
30% Design & Submittal	60		
Environmental Procurement/Contracting <sup>1</sup>	90		
Environmental ERR Preparation & Submittal	60		
Environmental ERR Certification	450		
Acquisition <sup>2</sup>	60		
60% Design & Submittal <sup>3</sup>	60		
100% Design & Submittal (Plans/Specs/Permits) <sup>4</sup>	14		
Design Acceptance	21		
Advertise	30		
Bid Opening	30		
Award	360		
Construction <sup>5</sup>	30		
Closeout Completion <sup>6</sup>			

<sup>1</sup> Environmental procurement/contracting is assumed to start the day following the 30% design submittal.  
<sup>2</sup> Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the County during the outreach conference call. Timeframes are approximate and subject to change.  
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<sup>5</sup> Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.  
<sup>6</sup> Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

**Budget**  
**County of Hidalgo**

<u>LINE CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
5. Flood and Drainage Facilities	\$ 15,841,012 \$	\$	\$ 15,841,012
24. Acquisition	\$ 1,840,633 \$	\$	\$ 1,840,633
30. Engineering/Architectural Serv. (Total for all construction accounts)	\$ 2,655,421 \$	\$	\$ 2,655,421
33. Planning / Project Delivery	\$ <u>605,240</u> \$	<u>\$</u>	<u>\$ 605,240</u>
TOTALS	\$ 20,942,306 \$	\$	\$ 20,942,306